DETARIFFING AN Per the Commission's 01/19/2011 "Imp (Effective: 01/2	lemer	날카프레이프 것 같은 것이 아이는 것 같아. 것 것 것 같아?	
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	222	Case No. <u>11 - 2996 - TP - A'</u> NOTE: Unless you have reserved a fields BLANK.	
Name of Registrant(s) Delta Telecom, Inc.			
DBA(s) of Registrant(s)			
Address of Registrant(s) 7881 Tuscany Dr. Poland, OH 445	14		
Company Web Address			
Regulatory Contact Person(s) Millie Baldwin		Phone (330)990-5004	Fax (330)757-4265
Regulatory Contact Person's Email Address millie@deltatel	ecomin	c.com	
Contact Person for Annual Report Millie Baldwin			Phone (330)990-5004
Address (if different from above)			
Consumer Contact Information Delta Telecom. Inc.			Phone 800.961.5382
Address (if different from above) 17 E McKinley Way P.O.	Box 14	497 Poland, OH 44514	The second second second

The Public Utilities Commission of Ohio

OMMUNICATIONIC ADDILICATION FORM

### 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			
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.

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Included	Identified As:	Description of Required Exhibit:
$\square$	Exhibit A	The existing affected tariff pages.
$\square$	Exhibit B	The proposed revised tariff pages.
$\square$	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

1 am an officer/agent of the applicant corporation, Millie Baldwin (Name)

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

(Date)

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.

5.18.11 DIANA Executed on (Date) at (Location) ESIDENT \*(Signature and Title (Date)

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.

PLESIDEN \*(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

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

Jun a. Hulush



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

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Ohio Tariff No. 4 Original Page No. 1

*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.

Effective Date: May 19, 2011

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Effective Date: May 19, 2011

Ohio Tariff No. 4 Original Page No. 6

#### 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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

#### 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 128<sup>th</sup> 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;

Effective Date: May 19, 2011

#### **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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

#### 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

## 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 <u>Terms and Conditions</u>
- 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

Issue Date: May 19, 2011

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

- 1.2 <u>Terms and Conditions</u> (contd)
- 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

## 1.2 <u>Terms and Conditions</u> (cont<sup>'</sup>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.

Effective Date: May 19, 2011

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

Ohio Tariff No. 4 Section 1 Original Page 4

Issue Date: May 19, 2011

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

### 1.4 <u>Provision of Services</u>

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

Ohio Tariff No. 4 Section 1 Original Page No. 5

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

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

- 1.4 <u>Provision of Services</u> (contd)
- 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

## 1.5 <u>Liability of the Company</u>

- 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

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

### 1.5 <u>liability of the Company</u>

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.

Effective Date: May 19, 2011

Ohio Tariff No. 4 Section 1 Original Page No. 8

Issue Date: May 19, 2011

# 1. <u>Local Exchange Service Regulations</u> (contd)

- 1.5 <u>Liability of the Company</u>
- F 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

- 1.5 <u>Liability of the Company</u> (cont'd)
  - 1.5.3 <u>Reserved for Future</u>

Ohio Tariff No. 4 Section 1 Original Page No. 9

Effective Date: May 19, 2011

Issue Date: May 19, 2011

# 1. <u>Local Exchange Service Regulations</u> (contd)

1.6 <u>Obligations of the Customer</u>

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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

# 1. <u>Local Exchange Service Regulations</u> (contd)

1.6 <u>Obligations of the Customer (cont'd)</u>

### 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:

- Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

1.6 <u>Obligations of the Customer (cont'd)</u>

1.6.2 Station Equipment

A 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 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

- 1.6 <u>Obligations of the Customer</u> (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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

### 1. <u>Local Exchange Service Regulations</u> (contd)

1.6 <u>Obligations of the Customer</u> (cont'd)

### 1.6.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

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.

B 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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

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

Effective Date: May 19, 2011

Issue Date: May 19, 2011

# 1. <u>local Exchange Service Regulations</u> (contd)

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.

Effective Date: May 19, 2011

Issue Date: May 19, 2011

### 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.

Effective Date: May 19, 2011

# 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	Portage
Ashtabula	Hocking	Preble
Belmont	Jackson	Ross
Brown	Jefferson	Sandusky
Butler	Lake	Scioto
Carroll	Lawrence	Seneca
Champaign	Licking	Shelby
Clark	Lorain	Stark
Clinton	Lucas	Summit
Columbiana	Madison	Trumbull
Coshocton	Mahoning	Tuscarawas
Cuyahoga	Medina	Union
Delaware	Meigs	Vinton
Erie	Miami	Warren
Fairfield	Monroe	Washington
Fayette	Montgomery	Wayne
Franklin	Morgan	Wood
Gallia	Muskingum	Wyandot
Geauga	Noble	-
Greene	Ottawa	
Guernsey	Perry	
Hancock	Pickaway	
Harrison	Pike	

Effective Date: May 19, 2011

Services Description and Rates (contd)

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
Amance	Canton
	Marlboro
	Sebring
	beornig

Effective Date: May 19, 2011

# 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 <b>nut</b>
Arabia	Akron Atwater Alliance Kent Marlboro Ravenna Rootstown
Atwater	Andover (N) Ashtabula Colebrook Dorset Greene Jefferson
Andover	Kinsman New Lyme Pierpont
	Barnesville Beallsville Bethesda Somerton
Barnesville	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield
Beallsville	

Effective Date: May 19, 2011

# <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

Effective Date: May 19, 2011

**EXCHANGE AREAS IN LOCAL SERVICE AREA** 

# <u>Services Description and Rates</u> (cont d) **2.1.2** <u>Exchange Service Areas</u> (cont d)

EXCHANGE AREA

ield ascus Lake on h Benton, h Jackson m ngstown		
omingburg ersonville Holland Ilia hington Ct. House		
omingville alia Sandusky		
versville estown edgeville ia		
eland Met. Area sterland		
ton Chagrin s Cleveland		
ton		
	and ne ston potamia	ne ston

Effective Date: May 19, 2011

# <u>Services Description and Rates</u> (cont<sup>'</sup>d) **2.1.2 Exchange Service Areas** (cont'd)

EXCHANGE AREA Canal Fulton	EXCHANGE AREAS IN LOCAL SERVICE AREA Canal Fulton Akron Canton Manchester Massillon North Canton
Canal Winchester	Columbia Met. Area Carroll Lancaster
Canfield	Canfield North Jackson North Lima Salem Youngstown
Canfield	Canton Alliance Canal Fulton Hartville Louisville Magnolia Waynesburg Marlboro Massillon Navarre North Canton

Effective Date: May 19, 2011

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

### 2.1.2 Exchange Service Areas (contd) **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

Effective Date: May 19, 2011

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

#### 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
Chagrin Falls	Burton Cleveland Met. Area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Cleveland Met. Area
	Chesterland
	Kirtland

Effective Date: May 19, 2011

# <u>Services Description and Rates</u> (cont<sup>'</sup>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	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

Effective Date: May 19, 2011

# <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

Effective Date: May 19, 2011

# <u>Services Description and Rates</u> (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

Effective Date: May 19, 2011

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

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

FostoriaFostoria New RiegalFranklinDayton Franklin Miamisburg-West Carrollton MiddletownFremontFremont LindseyFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor	EXCHANGE AREA EXCHANGE AREAS TN LOCAL SERVICE AREA		
FranklinDayton Franklin Mianisburg-West Carrollton MiddletownFremontFremont LindseyFultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor	Fostoria	Fostoria	
Franklin Miamisburg-West Carrollton MiddletownFremontFremont LindseyFultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Cleveland Met. Area		New Riegal	
Miamisburg-West Carrollton MiddletownFremontFremont LindseyFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolis Gallipolis Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor	Franklin	Dayton	
Carrollton MiddletownFremontFremont LindseyFultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Franklin	
MiddletownFremontFremont LindseyFultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Miamisburg-West	
Fremont LindseyFremont LindseyFultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Carrollton	
LindseyFultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Middletown	
FultonhamFultonham New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor	Fremont	Fremont	
New Lexington Roseville Somerset ZanesvilleGahannaColumbus Met. AreaGallipolis Gallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Lindsey	
RosevilleSomersetZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor	Fultonham	Fultonham	
Somerset ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		New Lexington	
ZanesvilleGahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Roseville	
GahannaColumbus Met. AreaGallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Somerset	
GallipolisGallipolis Cheshire Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor		Zanesville	
Cheshire Guyan Rio Grande Vinton Walnut Gates Mills Cleveland Met. Area Chesterland Kirtland Mentor	Gahanna	Columbus Met. Area	
Cheshire Guyan Rio Grande Vinton Walnut Gates Mills Cleveland Met. Area Chesterland Kirtland Mentor	Gallipolis	Gallinolis	
Guyan Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor	Gumpons		
Rio Grande Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor			
Vinton WalnutGates MillsCleveland Met. Area Chesterland Kirtland Mentor			
Walnut Gates Mills Cleveland Met. Area Chesterland Kirtland Mentor			
Gates Mills Cleveland Met. Area Chesterland Kirtland Mentor			
Chesterland Kirtland Mentor			
Mentor	Gates Mills	Cleveland Met. Area	
		Chesterland Kirtland	
tive Date: May 19, 2011		Mentor	
	ctive Date: May 19, 2011		

#### 2. <u>Services Description and Rates</u> (cont'd) 2.1.2 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL, SERVICE AREA</u>

Girard	Girard Hubbard Niles Youngstown
Glenford	Glenford New Lexington Somerset Thornville
Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville
Graysville	Graysville
Greene	Andover, Bristolville Cortland Greene Johnston Kinsman North Bloomfield Warren
Greensburg Duffy Lewisville New Matamoras Woodsfield	Greensburg Akron Manchester North Canton Uniontown
Grove City	Columbus Met. Area
Groveport	Columbus Met Area

Effective Date: May 19, 2011

# 2. Services Description and Rates (cont d)

# 2.1.2 <u>Exchange Service Areas</u> (cont<sup>'</sup>d) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

Holland	Toledo Met. Area
Hubbard	Hubbard Girard Lowellville Youngstown Sharon
Independence	Cleveland Met. Area Chesterland
Ironton	Ironton Arabia
Jamestown	
Jeffersonville	Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon

Effective Date: May 19, 2011

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

# 2.1.2 Exchange Service Areas (contd)

# 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	Lancaster 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

#### Effective Date: May 19, 2011

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

# 2.1.2 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

Leroy	Leroy, Cleveland, Mentor, Painsville, Willoughby
Lewisville	Lewisville, Graysville, Woodsfield
Lindsey	Lindsey, Fremont
Lisbon	Lisbon, Columbiana, East Liverpool, East Palestine, Leetonia, Rogers, Salem, Salineville, Wellsville, New Waterford
Lockbourne	Columbus Met Area

Effective Date: May 19, 2011

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

#### 2.1.2 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

Effective Date: May 19, 2011

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

### 2.1.2 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

Effective Date: May 19, 2011

# <u>Services Description and Rates</u> (cont<sup>'</sup>d) <u>Exchange Service Area</u> (cont<sup>'</sup>d) 2.

#### 2.1.2

EXCHANGE AREA E	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
	Bowersville
	Jamestown
	Jeffersonville
	Washington Ct. House

Effective Date: May 19, 2011

#### 2. <u>Services Description and Rates (cont'd)</u> <u>Exchange Service Areas (cont'd)</u> <u>EXCHANGE AREA</u> <u>EX</u>

#### 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.

Effective Date: May 19, 2011

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

#### 2.1.2 <u>Exchange Service Area</u> (cont'd) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

Effective Date: May 19, 2011

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

#### 2.1.2 <u>Exchange Service Area</u> (cont'd) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL. SERVICE AREA</u>

Newport	Newport Marietta New Matamoras
New Riegel	New Riegel Fostoria Tiffin
New Waterford	New Waterford Columbiana East Palestine Rogers Lisbon North Lima Youngstown
Niles	Niles Girard North Jackson Youngstown
North Canton	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown
Newton Falls	Lake Milton Newton Falls North Jackson Ravenna Warren Wayland Windham
Effective Date: May 19, 2011	
	Millie Baldwin, President

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

#### 2.1.2 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
North Royalton	Cleveland Met. Area Chesterland
Norwich	Norwich Philo Zanesville
Olmsted Falls Effective Date: May 19, 2011	Cleveland Met. Area Chesterland

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

#### 2.1.2 <u>Exchange Service Areas</u> (cont<sup>'</sup>d) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

Effective Date: May 19, 2011

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

# 2.1.2 <u>Exchanges Service Areas</u> (cont'd) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

Effective Date: May 19, 2011

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

# 2.1.2 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

Rushville	Rushville
	Lancaster
	Somerset
	Thornville
St. Clairsville	St. Clairsville
	Bethesda
Salem	Canfield East
	Palestine Salem
	Columbiana
	Leetonia
	Lisbon
	Youngstown
Salineville	Salineville East
	Liverpool
	Lisbon
	Wellsville
Sandusky	Sandusky
	Bloomingville
	Castalia
Sebring	Sebring
	Alliance
Sedalia	Sedalia
	Bloomingburg
	Jeffersonville
	London
	South Solon

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

#### 2.1.2 Exchange Service Areas (cont<sup>'</sup>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

Effective Date: May 19, 2011

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

#### 2.1.2 <u>Exchange Service Areas</u> (cont<sup>d</sup>) <u>EXCHANGE AREA, EXCHANGE AREAS IN LOCAL, SERVICE AREA</u>

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 <u>Exchange Service Areas</u> (cont'd) <u>EXCHANGE AREA</u> EXCHANGE AREAS IN LOCAL SERVICE AREA

Steubenville	Steubenville Mingo Junction Toronto
Strongsville Sugar	Cleveland Met. Area Chesterland Sugar Grove
Grove Sugar Tree Ridge	Lancaster Sugar Tree Ridge Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Burton Chesterland Kirtland
Thornville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel

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

# 2.1.2 <u>Exchange Service Areas (cont</u>d) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

Toledo	Toledo Met. Area
Toronto	Toronto Steubenville Wellsville
Tramont City	Tremont City North Hampton Springfield
Tremont City	Trenton Middletown Monroe
Trenton	Cleveland Met. Area Chesterland
Trinity	Uhrichsville Gnadenhutten
Uhrichsville	Uniontown Akron Greensburg
Uniontown	Mogadore Hartville North Canton
Upper Sandusky	Upper Sandusky

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

Vandalia	EXCHANGE AREAS IN LOCAL SERVIC 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
	Sharon Warren
	Wayland
	Windham
	Youngstown
Washington Ct. House	Washington Ct. House
0	Bloomingburg Jeffersonville
	Milledgeville New Holland

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

# 2.1.2 <u>Exchange Service; Areas</u> (cont'd) <u>EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

Effective Date: May 19, 2011

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

### 2.1.2 <u>Exchange Service Areas</u> (cont<sup>'</sup>d) <u>EXCHANGE AREA</u> <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>

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

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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

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

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cont'd)

#### 2. <u>Services Description and Rates</u>

#### 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
Bedford	Olmstead Falls
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:

Hilliard
Lockboume
New Albany
Reynoldsburg
Westerville
West Jefferson
Worthington
-

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## 2. <u>Services Description and Rates</u> (cont'd) 2.1.4 <u>Calling Areas</u>

A) <u>Metropolitan Areas</u> (cont<sup>'</sup>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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## Service Description and Rates (cont'd)

## 2.3 <u>Resold Line Service</u>

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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 Delta Telecom, Inc.

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 2
 Service Description and Rates (coed)

 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.

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	Monthly Recurring Charge		Per Call 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 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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2 Service Description and Rates (coed)

2.3 Resold Residential Line Service

2.3.1 Rates

Billing Option – Basic Residential Service

## **Monthly Recurring Charge**

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

Effective Date: May 19, 2011

#### 2 Service 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.

2.4.1 Rates

First Line \$50.00

2.4.2 Service Conversion Waiver

Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.

### 2.5 Installation Fees

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

Line Restore Fee \$42.00

Effective Date: May 19, 2011

### 2.6 IntraLATA 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 IntraLATA Presubscription

### 2.6.2 IntraLATA 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 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.

Effective Date: May 19, 2011

### 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.

Effective Date: May 19, 2011

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

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 nondiscriminatory basis, at the retail rates set forth herein.

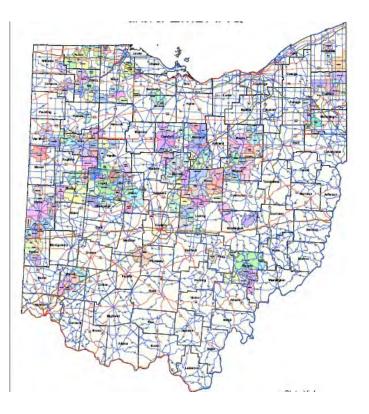
Effective Date: May 19, 2011

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Service Description and Rates (cont'd)

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





Effective Date: May 19, 2011

Millie Baldwin, President 17 East McKinley Way Poland, OH 44514 Ohio Tariff No. 4 Section 2 Original Page No. 48 Delta Telecom, Inc.

Issued: May 19, 2011

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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.

Effective Date: May 19, 2011

Delta Telecom, Inc.

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## 3. 3.2 Late Charge

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.

Effective Date: May 19, 2011

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## 3.4 **E-911 Service Charge**

Per line/trunk	Cost
AT&T Ohio areas	\$0.12
Centurylink areas	\$0.20

## 3.5 **Telecommunications Relay Services**

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.

Effective: May 19, 2011

#### CUSTOMER NOTICE AFFIDAVIT

STATE OF: otho

SS:

COUNTY OF: Mahouing

#### AFFIDAVIT

I, <u>Millie Baldwin</u>, am an authorized agent of the applicant corporation, <u>Delta Telecom</u>, <u>Inc</u>., 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.

POLAND OH Executed on \_ 5.19 2011 (Location) (Date) residen

Millie Baldwin, President

Date

in a. Willish

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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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