

September 7, 2011

The Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, OH 43215

Attn: Michelle Green

**Re: Case No 11-4993-TP-ATA**

Dear Michelle:

Pursuant to conversations with The Public Utilities Commission of Ohio, please accept the revised tariff enclosed. This tariff displays and reflects the correct contents for Infotelecom, LLC, as a Non-BLES CLEC in regards to the Commission's order for detariffing of basic local exchange service providers.

If you should have any questions please do not hesitate to contact me directly.

Thank you.

Sincerely,



Tracy D. Taylor  
Network Cost Analyst  
Infotelecom, LLC  
Phone (216) 373-4814  
E-mail: [ttaylor@infotelecom.us](mailto:ttaylor@infotelecom.us)

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

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

Company Name Infotelecom, LLC

Company Address 1228 Euclid Avenue, Suite 390

Company Web Address www.infotelecom.us

Regulatory Contact Person Alex Gertsburg Phone 216-373-4811 Fax \_\_\_\_\_

Regulatory Contact Person's Email Address agertsburg@infotelecom.us

Contact Person for Annual Report Alex Gertsburg Phone 216-373-4811 Fax \_\_\_\_\_

Consumer Contact Information \_\_\_\_\_ Phone 800-585-7908 Fax \_\_\_\_\_

TRF Docket No. 90-9302-TP-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC    ☐ IXC    ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

☐ Toll services (intrastate)

☒ Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

☒ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. – Attestation**

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

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I am an officer/agent of the carrier/telephone company, Infotelecom, LLC, and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

  
\_\_\_\_\_  
(Signature and Title)

September 2<sup>nd</sup>, 2011  
(Date)

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

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As Approved in Case No. 04-1886 -TP-ACE

Effective Date: September 7, 2011

Andre Temnorod, Chief Executive Officer  
1228 Euclid Avenue, Suite 390  
Cleveland, Ohio 44115

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#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by Infotelecom, LLC ("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.

All telephone companies are subject to the commission's rules found in chapter 4901:1-6 Administrative Code.

## 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.

1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. 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.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

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



1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

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

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

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

1.3 Notification of Service Affecting Activities

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

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-6 for delayed install, missed install or repair appointments and commitments.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.



1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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.

1. Local Exchange Service Regulations (cont'd)

1.5 Directory Listings

- A When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1.6 Obligations of the Customer

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



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
  - (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.
- B 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

1. Local Exchange Service Regulations (cont'd)

1.6 Obligations of the Customer (cont'd)

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 is required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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



1. Local Exchange Service Regulations (cont'd)

1.6 Obligations of the Customer (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 1.7.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.
- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Local Exchange Service Regulations (cont'd)

1.7 Payment Arrangements

- A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-6. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the Customer.



1. Local Exchange Service Regulations (cont'd)

1.7 Payment Arrangements (cont'd)

1.7.1 Bills and Collection of Charges

- A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.
- C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

1. Local Exchange Service Regulations (cont'd)

1.7 Payment Arrangements (cont'd)

1.7.1 Bills and Collection of Charges (cont'd)

- D For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E 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.
- F If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Broadvox-CLEC, LLC affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.
- G The Company's bills and billing practices will be consistent with Rule 4901:1-6.

1. Local Exchange Service Regulations (cont'd)

1.7 Payment Arrangements (cont'd)

1.7.2 Disputed Bills

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

Infotelecom, LLC  
1228 Euclid Avenue, Suite 390  
Cleveland, Cleveland 44115  
(800) 585-7908

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

1. Local Exchange Service Regulations (cont'd)

1.8 Transfers and Assignments

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

1.9 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 be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.



1. Local Exchange Service Regulations (cont'd)

1.9 Notices and Communications (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 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.11 Customer Service

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



2 Service Descriptions and Rates

General

- A Infotelecom, LLC'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.

2 Service Description and Rates (cont'd)

2.1 Proposed Service Area

The Company will mirror the entire ILEC exchanges for both serving areas and local calling areas as stated in the tariffs of AT&T Ohio and Verizon. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

3 Local Exchange Service Price List

3.1 Presubscription

IntraLATA Presubscription Change Charge, per business line, trunk, or port:

- Manual PIC Change \$5.50
- Electronic PIC Change \$1.25

The Company will waive one-half of the intraLATA PIC change charge, whether electronic or manual, when such changes are performed simultaneously with an interLATA PIC change.

3.2 E-911

\$0.12 per month  
AT&T pass through

4 Toll Service Regulations

4.1 RESERVED FOR FUTURE USE

4.2 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.

4.3 Presubscribed Interexchange Carrier Charge

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

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/7/2011 4:26:44 PM**

**in**

**Case No(s). 11-4993-TP-ATA**

Summary: Tariff tariff changes in compliance with detariffing order. Attn Michelle Green electronically filed by Mr. Tracy D Taylor on behalf of Infotelecom LLC