



Ms. Renee' Jenkins, Commission Secretary Ohio Public Utilities Commission 180 East Broad Street Columbus, OH 43215

RE: FiberNet of Ohio, LLC Detariffing of P.U.C.O Tariff No. 1 (Local and Interexchange)

Case No. 10-1010-TP-ORD

Dear Ms. Jenkins:

Enclosed for filing please find the original Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of FiberNet of Ohio LLC. The Company respectfully requests to withdraw P.U.C.O. Tariff No. 1 in its entirety. The remaining items in the tariff are being detariffed in the attached application. The detariffed services have been removed from P.U.C.O Tariff No. 1 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's web site of www.fibernet.net.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Questions regarding this filing should be directed to my attention at 407-740-3001 or via email to tforte@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte

Consultant to FiberNet, LLC

cc:

S. Hamula - FiberNet

file:

FiberNet - Ohio - Other

tms:

OHx1101

Enclosures TMF/mp

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

## **DETARIFFING AND RELATED ACTIONS**

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

In the Matter of the Application of FiberNet of Ohio LLC to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD		Case No. <u>11</u> - <u>5065</u> - <b>TP</b> - <b>ATA</b> NOTE: Unless you have reserved a Case No. leave the "Case No			
Name of Registrant(s) FiberNet of Ohio LLC					
DBA(s) of Registrant(s)					
Address of Registrant(s) 1200 Greenbrier Street, Charleston, W.	V 25311				
Company Web Address www.wvfibernet.net					
Regulatory Contact Person(s) Steven Hamula	<u>0-2159</u> Fax (	(304) 720-2121			
Regulatory Contact Person's Email Address hamulas@ntelos.c	om				
Contact Person for Annual Report Steven Hamula	Phor	ne (304) 720-2159			
Address (if different from above)					
Consumer Contact Information		Phor	ne		
Address (if different from above)					
Part I – Tariffs					
Please indicate the Carrier Type and the reason for su					
NOTE: All cases are ATA process cases, tariffs are effect	ive the day they are filed, and	' remain in eff	ect unless the		
Commission acts to suspend.					
Carrier	Type   ILEC	☐ CLEC	☐ CTS		
Tariff for Basic Local Exchange Service (BLES) a		7.7			
other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services					

#### Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Other changes required by Chapter 4901:1-6

(Describe in detail in Exhibit C)

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
		information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

#### **AFFIDAVIT**

#### Compliance with Commission Rules

I am an officer/agent of the applicant corporation, FiberNet of Ohio LLC (Name)	, and am authorized to make this statement on its behalf.						
I attest that these tariffs comply with all applicable rules for the state of Ohio. I underst approval and that the Commission's rules, as modified and clarified from time to time will fully comply with the rules of the state of Ohio and understand that noncompliance our certificate to operate within the state of Ohio.	, supersede any contradictory provisions in our tariff. We						
I declare under penalty of perjury that the foregoing is true and correct.							
Executed on (Date) 9 1 at (Location) 1200 Greedon's Street	t Charleston, W 25311						
*(Signature and Title)	11 (Date) 9/8/11						
<ul> <li>This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.</li> </ul>							
<u>VERIFICATION</u>							
I, Steven Hamula	Actions provided by the Commission and that all of the information						
verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.							
*(Signature and Title)	(Date) 9(8/1)						
*Verification is required for every filing. It may be signed by counsel or an officer of the applican	i, 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

## FiberNet of Ohio LLC

Exhibit A

**Existing Affected Tariff Pages** 

#### OHIO

# LOCAL EXCHANGE AND INTEREXCHANGE

TELECOMMUNICATIONS SERVICES TARIFF

OF

FiberNet of Ohio, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by FiberNet of Ohio, LLC, with principal offices at 211 Leon Sullivan Way, Charleston, West Virginia 25301, for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire

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Issued: December 1, 2000

Issued by:

Steven Hamula, Esquire Director of Regulatory Affairs FiberNet of Ohio, LLC Charleston, WV 25301

#### **CHECK SHEET**

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	<b>PAGE</b>	REVISION	SECTION	<b>PAGE</b>	REVISION	SECTION	<b>PAGE</b>	REVISION
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1	9	Original*	2	37	Original*	3	33	Original*
2	1	Original*	2	38	Original*	3	34	Original*
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2	20	Original*	3	16	Original*			
2	21	Original*	3	17	Original*			

<sup>\*</sup> included in this filing.

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#### **CHECK SHEET**

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4	1	Original*	5	29	Original*	9	1	Original*
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5	9	Original*	5	42	Original*	13	10	Original*
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5	11	Original*	5	44	Original*	13	12	Original*
5	12	Original*	5	45	Original*	13	13	Original*
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5	16	Original*	6	1	Original*	13	17	Original*
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<sup>\*</sup> included in this filing.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire Director of Regulatory Affairs

### EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

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

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire

Director of Regulatory Affairs FiberNet of Ohio, LLC

Charleston, WV 25301

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange and interexchange communications services by FiberNet of Ohio, LLC, hereinafter referred to as the Company, to Customers within the State of Ohio. FiberNet's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Public Utilities Commission of Ohio. In addition, this tariff is available for review at the main office of FiberNet of Ohio, LLC at 211 Leon Sullivan Way, Charleston, WV 25301.

#### SERVICE AREA DESCRIPTION

FiberNet will offer service in those areas currently served by Ameritech Ohio, and GTE/Verizon. This tariff is effective only where an interconnection agreement is effective between FiberNet and the underlying carrier. Specific service area information may be found in Section 3 of this tariff.

Issued: December 1, 2000 Effective: February 1, 2001

Issued by: Steven Hamula, Esquire Director of Regulatory Affairs

#### **TARIFF FORMAT**

- **A. Page Numbering** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).
- **D.** Check Sheets When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: December 1, 2000 Effective: February 1, 2001

Issued by: Steven Hamula, Esquire Director of Regulatory Affairs

P.U.C.O. Tariff No. 1 Section 1 Original Page 1

Effective: February 1, 2001

#### **SECTION 1.0 - DEFINITIONS**

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

<u>Alternate Access</u>: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

<u>Authorization Code</u>: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the company's network to identify the caller and validate the caller=s authorization to use the services provided.

<u>Authorized User:</u> A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts of omissions, to use local exchange telephone service.

Bit: The smallest unit of information in the binary system of notation.

<u>Business Customer:</u> Customers who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location or if the access line has a business directory listing.

<u>Call Back/Camp On:</u> Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Block:</u> Allows customer to automatically block incoming calls from up to ten (10) customer preselected telephone numbers (including numbers from which a customer has just received a call). Callers whose numbers have been blocked will hear a recorded message.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire Director of Regulatory Affairs

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Call Forwarding</u>: Automatically routes incoming calls to a designated answering point, regardless of whether the User's Station is idle or busy.

<u>Call Hold:</u> Allows the user to hold one call for any length of time provided that neither party goes On Hook.

<u>Call Park</u>: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer defined telephone numbers.

<u>Call Trace</u>: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

<u>Call Transfer/Consultation/Conference:</u> Provides the capability to transfer or add a third party, using the same line.

<u>Call Waiting:</u> Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

<u>Call Waiting Cancel:</u> Allows a user to cancel me Call Waiting feature on a per call basis by dialing a specific two-digit code.

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Issued by: Steven Hamula, Esquire

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Caller ID with Name:</u> Displays the ten (10) digit number and name of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

<u>Caller ID Blocking:</u> Blocks the delivery of the number to the called party on a per call basis. Can either be "selective" or "complete".

Commission: Public Utilities Commission of Ohio.

<u>Communications Services:</u> The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: FIBERNET OF OHIO, LLC, issuer of this tariff.

<u>Completed Call:</u> A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within Ohio, and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

<u>Conference/Six-Way:</u> The User can sequentially call up to five other people and add them together to make up a six-way call.

<u>Customer</u> The person, firm, corporation or other entity, which orders, service and is responsible for the payment of charges and for compliance with the Company's tariff terms and conditions.

Issued: December 1, 2000

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#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Customer Group Dialing Plan:</u> A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

<u>Dedicated</u>: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

<u>Dial Pulse (DP):</u> The pulse type employed by rotary dial Station sets.

<u>Direct Inward Dialing (DID):</u> A service attribute that routes incoming calls directly to Station, by-passing a central answering point.

<u>Distinctive Ringing:</u> Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

<u>Do Not Disturb:</u> Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

<u>Dual Tone Multi-Frequency (DTMF)</u>: The pulse type employed by tone dial Station sets.

<u>Duplex Service</u>: Service which provides for simultaneous transmission in both directions.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Exchange Carrier:</u> Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

<u>Fixed Call Forwarding Busy:</u> Automatically routes incoming calls to a designated answering point when the called line is busy.

<u>Fixed Call Forwarding Don't Answer:</u> Automatically routes incoming calls to a designated answering point when the called line is not answered after a preset number of rings.

<u>Holidays:</u> New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

#### **Hunting:**

Sequential Hunting: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

Circular Hunting: A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

<u>ICB</u>: Stands for Individual Case Basis, a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

<u>In-Only:</u> A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Individual Case Basis (ICB):</u> A service arrangement in which the terms and conditions, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Joint User:</u> A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, denotes thousands of bits per second.

<u>Last Number Redial:</u> Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

<u>LATA:</u> A local access and transport area established pursuant to the Modification of Final Judgment entered by the United West Virginias District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Least Idle Trunk Selection (LIDL):</u> LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

<u>Local Calling:</u> A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier (LEC): A company, which furnishes exchange telephone service.

<u>Long Distance Account Codes</u>: Allows the customer to assign codes to employees, probe - , casts, or department to track long distance usage and allocate charges. The customer is offered the option non-verified or verified codes.

Mbps: Megabits, denotes millions of bits per second.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire

P.U.C.O. Tariff No. 1 Section 1 Original Page 7

Effective: February 1, 2001

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Message Waiting:</u> This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone). Visual indications require use of Customer CPE.

<u>Most Idle Trunk Selection (MIDL)</u>: <u>MIDL</u> Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

<u>Multiple Appearance Directory Numbers:</u> A directory number that is assigned more than once to one or more Proprietary Business Sets.

<u>Multi-Frequency ("MF"):</u> An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Node</u>: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

<u>Non-Recurring Charges:</u> The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

PIN: Personal Identification Number. See Authorization Code.

Issued: December 1, 2000

Issued by: Steven Hamula, Esquire Director of Regulatory Affairs

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Point-to-Point Service</u>: Point-to-Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

<u>Presubscription - 2:</u> 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 toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

<u>Recurring Charges:</u> The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Regular Business Hours: 8:00 am through 5:00 p.m., Monday through Friday, excluding defined Holidays.

<u>Remote Call Forwarding</u>: A telecommunications network service that utilizes a telephone number and electronic switching system central office facilities to automatically forward all incoming calls. A call dialed to the Remote Call Forwarding number is forwarded to the remote telephone number.

<u>Ring Down Circuits</u>: An originating only telephone line placed by a subscriber in a foreign location so as to be utilized by a service type customer. When subscriber provided equipment transmits an off hook indication to the Company's switching equipment, said switching equipment, via software, applies ringing to the subscriber's pre-determined terminating number.

<u>Service Agreement:</u> Request for local exchange services executed by the Customer and the Company in a format specified by the Company for term, or period of time, as specified in the agreement. The request of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

<u>Service Commencement Date:</u> 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 for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Issued: December 1, 2000

Issued by:

Steven Hamula, Esquire Director of Regulatory Affairs FiberNet of Ohio, LLC Charleston, WV 25301

Issued: December 1, 2000 Effective: February 1, 2001

Steven Hamula, Esquire Director of Regulatory Affairs FiberNet of Ohio, LLC Issued by:

Charleston, WV 25301

P.U.C.O. Tariff No. 1 Section 1 Original Page 9

Effective: February 1, 2001

#### **SECTION 1.0 - DEFINITIONS, (CONT'D.)**

<u>Shared Facilities:</u> A facility or equipment system or subsystem, which can be used simultaneously by several Customers.

<u>Speed Call:</u> Provides a User with the option to call selected directory numbers by dialing a one or two digit code.

<u>Speed Dialing:</u> Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique l-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or thirty code list. Code lists may include local and/or toll telephone numbers.

Station: Telephone equipment from or to which calls are placed.

<u>Three-Way Calling:</u> Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

<u>Trunk:</u> A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

<u>Ultra Call Forwarding:</u> Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touchtone phone.

<u>Uniform Call Distribution</u>: A service that provides for the uniform distribution of incoming calls, in order of their arrival, to specified telephone lines.

<u>User:</u> A customer or any other person authorized by the Customer to use service provided under this tariff.

<u>Voice Data Protection:</u> Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

<u>V&H Coordinates:</u> Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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#### **SECTION 2.0 - REGULATIONS**

#### 2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio under the terms of this tariff. Services for communications are available twenty-four (24) hours per day, seven (7) days per week.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.1 Use

Service provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. 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.

#### 2.2 Limitations

#### 2.2.2 Shortage of Equipment or Facilities

- **A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- **B.** 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 the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- **C.** The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.2 Limitations, (Cont'd.)

#### 2.1.3 Terms and Conditions

- **A.** Except as otherwise stated in this tariff, 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- **B.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. 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.
- **D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- **E.** Service may be terminated upon written notice to the Customer, pursuant to Minimum Telephone Service Standards (MTSS) Section 4901:1-5-19(D), if:
  - .1 the Customer is using the service in violation of this tariff; or
  - .2 the Customer is using the service in violation of the law.
- **F.** This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.

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#### 2.2 Limitations, (Cont'd.)

#### 2.2.3 Terms and Conditions, (Cont'd.)

- **G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- **I.** Service is available where facilities permit.

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#### 2.3 Limitations on Liability

- **2.3.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and the MTSS rule at 5901:1-5-18.
- **2.3.2** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- **2.3.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.3 Limitations on Liability, (Cont'd.)

- **2.3.4** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
  - A. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - **B.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - **C.** Any unlawful or unauthorized use of the Company's facilities and services;
  - **D.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - **E.** Breach in the privacy or security of communications transmitted over the Company's facilities;

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.3 Limitations on Liability, (Cont'd.)

#### 2.3.4 (Cont'd.)

- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- **G.** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- **H.** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- **I.** Any noncompletion of calls due to network busy conditions;
- **J.** Any calls not actually attempted to be completed during any period that service is unavailable;
- **K.** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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- 2.3 Limitations on Liability, (Cont'd.)
  - **2.3.5** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
  - **2.3.6** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
  - **2.3.7** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
  - 2.3.8 Directory Errors In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the MTSS, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.

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#### 2.3 Limitations on Liability, (Cont'd.)

#### 2.3.9 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 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 other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- **B.** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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#### 2.4 Undertaking of the Company

**2.4.1** Service may be initiated based on a written or verbal agreement between the Company and the Customer.

#### 2.4.2 Notification of Service-Affecting Activities

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

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#### 2.4 Undertaking of the Company, (Cont'd.)

#### 2.4.3 Provision of Equipment and Facilities

- **A.** The Company shall use 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 and the MTSS.
- **B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- **D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.4 Undertaking of the Company, (Cont'd.)

#### 2.4.3 Provision of Equipment and Facilities, (Cont'd.)

- F. 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 facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - **2.** the reception of signals by Customer-provided equipment.

#### 2.4.4 Non-routine Installation

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

### 2.4.5 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.4 **Undertaking of the Company, (Cont'd.)**

#### 2.4.6 **Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- where facilities are not presently available, and there is no other requirement for A. the facilities so constructed:
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.5 Prohibited Uses

- **2.5.1** 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.
- **2.5.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- **2.5.3** The Company may block any signals being transmitted over its Network by Customers, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- **2.5.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

#### 2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

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#### 2.7 Obligations of the Customer

#### **2.7.1** General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- **A.** the payment of all applicable charges pursuant to this tariff;
- **B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- **D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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# 2.7 Obligations of the Customer, (Cont'd.)

### 2.7.1 General, (Cont'd.)

- E. 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 facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- **F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- **G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- **H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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# 2.7 Obligations of the Customer, (Cont'd.)

### 2.7.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- **B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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### 2.8 Customer Equipment and Channels

#### **2.8.1** General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

### 2.8.2 Station Equipment

- **A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- **B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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### 2.8 Customer Equipment and Channels, (Cont'd.)

#### 2.8.3 Interconnection of Facilities

- **A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- **B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- **D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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### 2.8 Customer Equipment and Channels, (Cont'd.)

### 2.8.4 Inspections

- **A.** Upon suitable 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 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- **B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, 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 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 facilities, equipment and personnel from harm.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.9 Payment Arrangements

### 2.9.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

## 2.9.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- **A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- **B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.9 Payment Arrangements, (Cont'd.)

### 2.9.2 Billing and Collection of Charges, (Cont'd.)

- C. When service does not begin on the first day of the month, or end on the last day of the month, 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 thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- **F.** The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

<u>Minimum</u> <u>Maximum</u> \$15.00 \$40.00

**G.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges

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### 2.9 Payment Arrangements, (Cont'd.)

### 2.9.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- **B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio, 18 East Broad Street, Columbus, Ohio 43226.
- **C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

### 2.9.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advanced Payment before services and facilities are furnished. The Advanced Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three (3) months' charges for the service or facility. In addition, where special construction is involved, the Advanced Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges, if any, for up to a three (3) months period. The Advance Payment will be credited to the Customer's initial bill. An Advanced Payment may be required in addition to a deposit.

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### 2.9 Payment Arrangements, (Cont'd.)

### 2.9.5 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- **B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- **D.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.

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### 2.9 Payment Arrangements, (Cont'd.)

### 2.9.5 Deposits, (Cont'd.)

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company=s serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- **G.** Deposits will be refunded after twelve (12) months of timely payment, with interest as specified above.
- **H.** A deposit may be required in addition to an advanced payment.
- I. Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

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### 2.9 Payment Arrangements, (Cont'd.)

#### 2.9.6 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service without incurring any liability. A Customer's bill shall not be due earlier than fourteen (14) days from the date of the postmark or similarly accepted date mark on the bill.
- **B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.9 Payment Arrangements, (Cont'd.)

### 2.9.6 Discontinuance of Service, (Cont'd.)

- **D.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- **E.** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to MTSS Section 4901:1-5-19, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A. or 2.5.6 B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- **H.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- **I.** Without notice in the event of tampering with the equipment or services furnished by the Company.

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### 2.9 Payment Arrangements, (Cont'd.)

### 2.9.7 Cancellation of Application for Service

- **A.** Applications for special construction service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to any special construction, no charges will be imposed except for those specified below.
- **B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **D.** The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

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## 2.9 Payment Arrangements, (Cont'd.)

## 2.9.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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### 2.10 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### **2.10.1** General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- **B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- **D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.10 Allowances for Interruptions in Service, (Cont'd.)

#### 2.10.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- **A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- **B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- **D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- **E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- **F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- **H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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#### 2.10 **Allowances for Interruptions in Service, (Cont'd.)**

#### 2.10.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

### 2.10.4 Application of Credits for Interruptions in Service

- Credits for interruptions in service that is provided and billed on a flat rate basis A. for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- В. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.10 Allowances for Interruptions in Service, (Cont'd.)

### 2.10.4 Application of Credits for Interruptions in Service, (Cont'd.)

## D. Interruptions of 24 Hours or Less

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

## E. Interruptions Over 24 Hours

Interruptions over 24 hours will be credited in accordance with MTSS Rule 18.

### 2.10.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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## 2.11 Use of Customer's Service by Others

#### 2.11.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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EiberNet of Object LLC

### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.12 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

### 2.12.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- **A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- **D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

## 2.12 Transfers and Assignments

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:

- **2.12.1** pursuant to any sale or transfer of substantially all the assets of the Company; or
- **2.12.2** pursuant to any financing, merger or reorganization of the Company.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

### 2.13 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

### 2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- **D.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- E. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- **F.** The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.14 Notices and Communications

- **2.14.1** 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- **2.14.2** 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 a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.14.3** Except as otherwise stated in this tariff, all notices or other 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 be presumed to have been delivered to the other party on the third business day following placement 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 occurs first.
- **2.14.4** The Company or the 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 notice set forth herein.

### 2.15 Taxes, Fees and Surcharges

The Customer is responsible for payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line item charges.

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#### 2.16 Miscellaneous Provisions

### 2.16.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

## 2.16.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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EiberNet of Object LLC

### 2.17 Telephone Assistance Programs

#### 2.17.1 Lifeline Assistance

### A. General

with

Lifeline Assistance is a federal support program that provides eligible customers the following benefits:

- 1. A waiver of the Federal Subscriber Line Charge.
- 2. A reduction of \$1.75 off the Customer's monthly basic local service

charges.

customer's

- **3.** Free toll limitation services (e.g., toll blocking, toll control), upon request.
- **4.** A waiver of the Company's service deposit requirement, if the customer elects to receive toll blocking.

#### B. Regulations

currently

- **1.** Lifeline Assistance is available to residential Customers who are participating in one of the following assistance programs:
  - (a) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid);
  - **(b)** Food stamps;
- (c) Supplemental Security Income (SSI) under Title XVI of the Social Security Act
  - (d) Federal public housing assistance, or Section 8; or
    - (e) Low Income Home Energy Assistance Program (LIHEAP)

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2. Participants in Lifeline Assistance shall not be disconnected from local service for nonpayment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for

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nonpayment of toll charges.

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### 2.17 Telephone Assistance Programs (cont'd)

- **3.** Partial payments that are received from Lifeline Customers will first be applied to local service charges and then to any outstanding toll charges.
  - 4. The Company shall require, as proof of eligibility for Lifeline Assistance a document signed by the Customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 2.17.B, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the Customer ceases to participate in such program or programs. If a Customer is simultaneously applying for both Lifeline and Link Up, such Customer may utilize the same document to verify eligibility for both programs.
- **5.** At no time shall a Customer's lifeline rate go below zero.
- **6.** Lifeline Customers are not restricted on the optional services to which may subscribe.

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they

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### 2.17 Telephone Assistance Programs (cont'd)

### 2.17.2 Link-up

### A. General

Link-up is a federal assistance program that provides eligible residential Customers with the following benefits:

equal

A reduction of the Telephone Company's applicable service connection charges to one-half of such service connection charges, or \$30.00, whichever is less.

A deferred payment plan for service connection charges, for which the Customer does not pay interest, where such service connection charges do not exceed \$200.00 and the payment plan does not exceed 12 months duration. (Service Connection charges do not include the Company's applicable security deposit requirements.)

## B. Regulations

- 1. Link Up assistance is available to residential Customers who are currently participating in one of the following assistance programs:
  - (a) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid);
  - **(b)** Food stamps;
  - (c) Supplemental Security Income (SSI) under Title XVI of the Social Security Act
    - (d) Federal public housing assistance, or Section 8; or
    - (e) Low Income Home Energy Assistance Program (LIHEAP)
  - **2.** A Customer eligible for Link Up may choose one or both of the Link Up benefits listed above.

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## 2.17.2 Telephone Assistance Programs (cont'd)

**3.** The Company shall require, as proof of eligibility for Link Up Assistance, a document signed by the Customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 2.17.2 B above. If a Customer is applying for both Link Up and Lifeline, such Customer may utilize the same document to verify eligibility for both programs.

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## **SECTION 3.0 - SERVICE AREAS**

### 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Ameritech and 2) GTE North/Verizon

### 3.1.1 Local Calling Scope Ohio Bell Service Areas

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

Aberdeen Aberdeen

Maysville, Ky. - S. Central Bell

Ripley

Akron

Doylestown - Doylestown

Atwater\* Hudson (342,650 and 655

**OTHER** 

central

Greensburg offices only) - Western

Reserve

Hartville Montrose - GTE

Kent Peninsula - Western

Reserve

Manchester Richfield - Western Reserve

MogadoreWadsworth - GTENorth CantonSharon Center - GTEUniontownRittman - United

Ravenna Rootstown

Alliance Alliance

Damascus - United Atwater N. Benton - United

Canton N. Georgetown - GTE

Marlboro Paris - GTE

Sebring

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# 3.1 General, (Cont'd.)

# 3.1.1 Local Call Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Alton Columbus Met.

Cheshire Center - GTE

Area Pataskala - United

London Rathbone - GTE

Sunbury - United Resaca - GTE

Arabia Arabia

(None)

Guyan Ironton Walnut

Atwater Akron (None)

Atwater Alliance Kent Marlboro Ravenna Rootstown

Barnesville Barnesville Fairview - Western

Reserve

Beallsville Morristown - Western Reserve Bethesda Quaker City - Western Reserve

Somerton

Beallsville Beallsville (None)

Barnesville Bethesda Clarington Somerton Woodsfidd

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# 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Beavercreek Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE

Enon Trotwood - GTE

Jamestown Medway New Carlisle Spring Valley Xenia

Bedford Cleveland Met Area Aurora - Western

Resave

Bainbndge - Western Reserve

Chesterland Brunswick - GTE.

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield- Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Belfast Belfast

(None)

Hillsboro Marshall

Sugar Tree Ridge

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### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

OTHER OTHER

Bellaire Wheeling Zn VI Centerville - Western

Reserve

(Wheeling Zone VI) Wheeling Zn VII Powhatan Point - Western

Reserve

Wheeling Zn VIII Wheeling Zone I - Verizon of WV

Wheeling Zone II - Verizon of WV Wheeling Zone III - Verizon of WV Wheeling Zone V - Verizon of WV

Bellbrook Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE

Enon Trotwood - GTE

Medway New Carlisle Spring Valley

Xenia

Belpre

Little Hocking - Western

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Reserve

Marietta Mineralwells, WV - Verizon of

WV

Parkersburg, WV - Verizon of WV Valley Mills, WV - Verizon of WV

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### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Berea Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Alltel, Ohio

Elyria - Alltel, Ohio

Hinckley - Western Reserve

North Eaton - GTE

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Bethesda Bethesda

Centerville - Western Reserve Morristown - Western Reserve

Barnesville Beallsville Somerton

Wheeling Zn VIII

Bloomingburg Bloomingburg

Mt. Sterling-United

Jeffersonville New Holland Sedalia

Washington Ct. House

Bloomingville Bloomingville

(None)

Castalia Sandusky

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### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Bowersville Bowersville

(None)

Jamestown Milledgeville Xenia

Brecksville Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Burton Burton

Bainbridge - Western Reserve
Chagrin Falls Chardon - Western Reserve
Cleveland E. Claridon - Western Reserve
Terrace Huntsburg - Western Reserve

Middlefield - Western Reserve Newbury - Western Reserve Parkman - Western Reserve Russell - Western Reserve

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Canal Fulton Canal Fulton

(None)

Akron Canton Manchester Massillon North Canton

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# 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA
OHIO BELL
OTHER
Constant Windows and Michael Mi

Canal Winchester Columbus Met.
Amanda - GTE

Area Baltimore - GTE Carroll Cheshire Center - GTE

Lancaster Pataskala - United

Rathbone - GTE Sunbury- United

Canfield Canfield Berlin

Center - United

North Jackson North Lima Salem Youngstown

Canton

**Bolivar- GTE** Alliance Carrollton - GTE Canal Fulton Dellroy - GTE Malvern - GTE Hartville Mineral City - GTE Louisville Magnolia-Minerva- GTE Waynesburg Paris - GTE Marlboro Beach City - GTE Massillon Brewster - GTE

Navarre North Canton

Carroll Carroll

Baltimore - GTE

Canal Winchester

Columbus Lancaster

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### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Castalia Castalia (None)

Bloomingville

Sandusky

Cedarville Cedarville

(None)

Jamestown
Pitchin
South Solon
South Charleston
Yellow Springs-Clifton

Xenia

Centerville Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE

Enon Trotwood - GTE

Medway Franklin New Carlisle Spring Valley

Chagrin Falls Burton

Aurora - Western Reserve
Cleveland Met.
Area
Bainbridge - Western Reserve
Brunswick - GTE

Chesterland Columbia Station - Alltel, Ohio

Hinckley - Western Reserve Newbury - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve

Twinsburg - Western Reserve

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

Cheshire Cheshire

Pomeroy - GTE

Gallipolis Vinton

Chesterland Chesterland

East Claridon - Western

Reserve

Cleveland Met. Newbury - Western Reserve

Area Russell - Western

**OTHER** 

Reserve

Kirtland

Christiansburg Christiansburg

St. Paris - W. Ohio
Fletcher Lena Tipp City - GTE
New Carlisle Troy - GTE

North Hampton

Clarington Clarington

Powhatan Point - Western

Reserve

Beallsville Duffy Woodsfield

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA OHIO BELL
OTHER

Cleveland Burton

Aurora - Western Reserve
Cleveland Met.
Area
Brunswick - GTE
Chesterland
Leroy
Cleveland Met.
Bainbridge - Western Reserve
Brunswick - GTE
Columbia Station - Alltel, Ohio
East Claridon - Western

Reserve

Elyria - Alltel Ohio Grafton - GTE

Hinckley- Western Reserve Montville - Western Reserve Newbury - Western Reserve

North Easton - GTE

Northfield - Western Reserve Perry - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Valley City - GTE Avon Lake - Century

Columbiana Columbiana

(None) Elect Palestine

Lisbon Leetonia New Waterford North Lima Rogers Salem Youngstown

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Columbus Carroll

Ashville - GTE
Columbus Met. Baltimore - GTE

Area Cheshire Center - GTE

London Delaware - GTE

Johnstown - United Kilbourne- GTE Mt. Sterling- United Pataskala - United Rathbone - GTE Sunbury - United Granville- Alltel Resaca - GTE Alexandria - United

Conesville Conesville

(None)

Coshocton Dresden

West Lafayette

Corning

(None)

New Lexington

Shawnee

Coshocton Coshocton Cooperdale - GTE

Conesville Warsaw - GTE

West Lafayette

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Dalton Dalton

Orrville-United

Massillon

Danville Danville Lynchburg - GTE

Hillsboro Mowrystown - GTE

Sugar Tree Ridge

Dayton Met. Brookville

GTE

Area Englewood - GTE

Donnelsville Farmersville - GTE

Enon Germantown

Franklin\* Germantown
Franklin\* Gratis - GTE
Jamestown. Laura - GTE
Medway Liberty - GTE

Middletown
New Carlisle
Spring Valley
Yellow SpringsClifton

Liberty - GTE
New Lebanon - GTE
Phillipsburg - GTE
Tipp City - GTE
Troy - GTE
Troy - GTE
Trotwood - GTE

Xenia Waynesville - United

West Milton - GTE Lewisburg - GTE\*

Donnelsville Donnelsville (None)

Dayton Met Area

Enon Medway New Carlisle North Hampton Springfield

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Dresden Dresden

Cooperdale-GTE

Conesville Frazeysburg - United

Zanesville

Dublin Columbus Met.

Cheshire Center - GTE

Area Delaware - GTE

Pataskala - United Plain City - GTE Rathbone- GTE Sunbury - United

Duffy

(None)

Clarington Graysville New Matamoras Woodsfield

East Liverpool East Liverpool

Chester, WV - C&P of WV

Lisbon Hookstown, PA - PA

Bell

Rogers Smiths Ferry, PA - PA

Bell

Salineville Wellsville

East Palestine E. Palestine E. Palestine. PA - PA

Bell

Columbiana Lisbon

New Waterford

Rogers Salem Youngstown

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Enon Enon

(None)

Dayton Met. Area Donnelsville Springfield

Yellow Springs-Cliffton

Fairborn Dayton Met. Area Englewood- GTE

Donnelsville Liberty - GTE
Enon Trotwood - GTE

Medway New Carlisle Spring Valley

Yellow Springs-Cliffton

Findlay Findlay Arcadia

Arcadia

Arlington - GTE

Benton Ridge - Benton Ridge

Bloomdale - United Carey - GTE Jenera- GTE McComb - GTE

Mount Blanchard - GTE Mount Cory- Orwell North Baltimore - GTE

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Rawson - GTE Van Buren - GTE Vanlue- Vanlue

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## 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Fletcher - Lena Fletcher - Lena

St. Paris - W. Ohio

Christiansburg Troy - GTE

Piqua

Fostoria Fostoria

Arcadia- Arcadia

New Riegel Bascom - Bascom

Bloomdale- United Risingsun - United

Frankllin Dayton

Germantown - Germantown

Franklin

Miamisburg-West Carrollton Middletown

Fremont Fremont

Bettsville-GTE

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Lindsey Clyde - GTE

Gibsonburg - GTE Green Springs - United

Helena - GTE Old Fort - United

Fultonham Fultonham

(None)

New Lexington Roseville Somerset Zanesville

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#### 3.1 General, (Cont'd.)

## Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

**OTHER** Gahanna Columbus Met.

Cheshire Center - GTE

Johnstown - United Area

> Pataskala - United Rathbone - GTE Sunbury - United

Gallipolis Gallipolis

Point Pleasant - Verizon of WV

Cheshire Guyan Rio Grande Vinton Walnut

Gates Mills Cleveland Met.

Aurora - Western Reserve

Bainbridge-Area Western

Reserve

Chesterland Kirtland

Columbia Station - Elvria Mentor

East Claridon - Western

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Reserve

Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Brunswick - GTE

Girard Girard

Warren - United

Hubbard Niles

Youngstown

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Glenford Glenford
Newark - Alltel

New Lexington Somerset

Thornville

Gnadenhutten Gnadenhutten

New Philadelphia - GTE

Newcomerstown Uhrichsville

Graysville Graysville

(None)

Duffy Lewisville New Matamoras Woodsfield

Greensburg Greensburg

(None)

Akron Manchester North Canton Uniontown

Grove City

Columbus Met.

Cheshire Center - GTE

Area Mt. Sterling - United

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Pataskala - United Rathbone - GTE Sunbury - United

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Groveport Columbus Met.

Cheshire Center - GTE

Area Pataskala - United

Rathbone - GTE Sunbury - United

Guyan

(None)

Arabia Gallipolis Walnut

Harrisburg Columbus Met.

Cheshire Center - GO

Area Mt. Sterling - United

London Pataskala - United

Rathbone- GTE Sunbury- United

Hartville Hartville

(None)

Akron Canton Louisville Marlboro North Canton Uniontown

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#### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERV	ICE AREA
------------------------------	----------

EXCHANGE AREA OHIO BELL
OTHER

Hillcrest Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Elyria

Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Hilliard Columbus Met.

Cheshire Center - GTE

Area Pataskala - United

Plain City - GTE Rathbone- GTE Sunbury - United

Hillsboro Hillsboro

Lynchburg-GTE

Belfast Mowrystown - GTE

Danville Sinking Spring - GTE
Marshall Leesburg - GTE

Rainsboro.

Sugar Tree Ridge

Holland Toledo Met.

Delta - Alltel

Area Lost Peninsula, MI -

General of MI

N. Sylvania, MI- GTE

Richfield Center-Berkey - United

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Swanton- United Sylvania - GTE Waterville - United

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Hubbard Hubbard

Lowellville, PA - PA Bell Warren- United

Girard Lowellville Youngstown Sharon

Independence Cleveland Met.

Aurora- Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Ironton

Chesapeake- GTE

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Arabia

Jamestown Jamestown

(None)

Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville

South Solon Xenia

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Jeffersonville Jeffersonville

(None)

Bloomingburg Jamestown Milledgeville Sedalia South Solon

Washington Ct. House

Kent

Aurora - Western Reserve

Akron Hudson - Western

Reserve

Atwater Hiram - Western Reserve

Mantua Mogadore Ravenna Rootstown

Kirtland Kirtland

(None)

Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Lancaster Lancaster

Amanda - GTE

Canal Winchester Baltimore - GTE

Carroll Brernen - GTE Rushville Pleasantville - GTE

Sugar Grove

Leetonia Leetonia

(None)

Lisbon Colurnbiana Salem

Youngstown

Leroy

(None)

Cleveland Mentor Painesville Willoughby

Lewisville Lewisville

(None)

Graysville

Woodsfield

Lindsey (None)

Fremont

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Lisbon

Hanoverton - GTE Winona - GTE

Columbiana
East Liverpool
East Palestine
Leetonia
Rogers
Salem

Salineville Wellsville New Waterford

Lockbourne Columbus Met.

Ashville - GTE

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Area Cheshire Center- GTE

Pataskala - United Rathbone - GTE Sunbury - United

London London Resaca

- GTE

Alton Columbus Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Louisville Louisville

(None)

Canton Hartville North Canton

Lowellville Lowellville

Lowellville PA-PA Bell

Hubbard North Lima Youngstown

Magnolia-Waynesburg Magnolia- Mineral

City - GTE

Waynesburg

Canton

Manchester Manchester

(None)

Akron Canal Fulton Greensburg

Mantua Mantua Aurora

- Western Reserve

Kent Hiram - Western

Reserve

Ravenna

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

Marietta OTHER

Marietta

Marietta Marietta
Barlow - GTE
Newport Bartlett - United

Belpre Beverly- GTE

New Matamoras Dexter City - GTE

Lowell - GTE Lower Salem - GTE Watertown - GTE

Williamstown WV - Verizon of WV

Marlboro Marlboro

(None)

Alliance Atwater Canton Hartville Rootstown

Marshall Marshall

(None)

Belfast

Hillsboro Rainsboro

Martins Ferry- Wheeling Zn VII Adena - GTE

Bridgeport Wheeling Zn VI Dillonvale-Mt. Pleasant

- GTE

(Wheeling Zone VII) Wheeling Zn VIII Tiltonsville - GTE

Wheeling Zone I – Verizon of WV Wheeling Zone II – Verizon of WV Wheeling Zone III – Verizon of WV Wheeling Zone V - Verizon of WV

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Massillon Massillon

Beach City - GTE
Canal Fulton Brewster - GTE

Canton Wilmot - GTE Dalton Navarre

North Canton

Maumee Toledo Met.
Grand Rapids - GTE

Area Lost Peninsula, MI -

General of MI

N. Sylvania, MI - GTE

Richfield Center-Berkey- United

Swanton - United Waterville - United

Medway Medway

(None)

Dayton Met. Area Donnelsville New Carlisle Springfield

Mentor Mentor

Petty - Western Reserve

Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby

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#### 3.1 General, (Cont'd.)

## Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** OHIO BELL

**OTHER** Miamisburg-West Dayton Met. Area Englewood - GTE

Farmersville - GTE Donnelsville

Enon Germantown

Germantown

Franklin Gratis - GTE Liberty - GTE Medway New Carlisle Trotwood - GTE

Spring Valley

Middletown Middletown

Germantown - Germantown

Dayton Gratis - GTE

Franklin Monroe Trenton

Milledgeville Milledgeville

(None)

Bowersville Jamestown Jeffersonville

Washington Ct. House.

**Brilliant** -GTE Mingo Junction Mingo Junction

Steubenville

Mogadore Mogadore

(None)

Akron Kent Uniontown

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

Monroe Monroe (None)

Middletown Trenton

Montrose Cleveland Met.

Aurora - Western Reserve

**OTHER** 

Area Bainbridge - Western

Reserve

Brunswick - GTE

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Murray City Glouster - United

Nelsonville Shawnee

Navarre Navarre Beach City - GTE

Canton

Brewster - GTE

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Massill on

Nelsonville Nelsonville Athens - GTE

Murray City

Logan - GTE

Shawnee New Marshfield - GTE

The Plains - GTE

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA OHIO BELL

OTHER OTHER

New Albany Columbus Met.
Cheshire Center - GTE

Area Johnstown - United

rea Johnstown - Uni Pataskala- United

Sunbury - United Rathbone - GTE

New Carlisle New Carlisle

Tipp City - GTE tiansburg Troy -GTE

Christiansburg
Dayton Met. Area
Donnelsville
Medway
North Hampton

North Hampton Springfield

Newcomerstown Newcomerstown (None)

Gnadenhutten West Lafayette

New Holland New Holland

(None)

Bloomingburg

Washington Ct. House

New Lexington

New Lexington

Junction City - United

Corning
Fultonharn
Glenford
Roseville
Shawnee
Somerset
Thornville
Zanesville

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

New Matamoras New Matamoras (None)

Duffy Graysville Marietta Newport

Newport Newport

(None)

Marietta

New Matamoras

New Riegel New Riegel

Bascom - Bascom Vanlue - Vanlue

Fostoria Tiffin

New Waterford New Waterford

E. Palestine, PA - PA Bell

Columbiana East Palestine Rogers Lisbon North Lima Youngstown

Niles Niles

Cortland - United

Girard Warren - United

North Jackson Youngstown

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

North Canton North Canton

(None)

Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown

North Hampton North Hampton (None)

Christiansburg Donnelsville New Carlisle Springfield Tremont City

North Jackson North Jackson

Berlin Center - United

Canfield Warren- United

Niles

Youngstown

North Lima North Lima

Lowellville, PA - PA Bell

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Canfield Columbiana Lowellville Youngstown New Waterford

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA OHIO BELL

\_\_\_\_OTHER

North Royalton Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Norwich Norwich New Concord - GTE

Philo

Zanesville

Olmsted Falls Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve

North Eaton - GTE

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Painesville Painesville

Kirtland

Perry - Western Reserve Madison - Western Reserve

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Leroy Montville - Western

Reserve

Mentor Chardon -Western

Reserve

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Willoughby

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## 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Perrysburg Toledo Met.

Lost Peninsula, MI - General of

MI

Area North Sylvania MI -

**GTE** 

Sylvania - GTE

Richfield Center-Berkey - United

Swanton- United Waterville - United

Philo Philo

(None)

Norwich Roseville Zanesville

Piqua Piqua

Bradford - United

Fletcher-Lena Covington - Alltel

Troy- GTE

Pitchin Pitchin

(None)

Cedarville South Charleston Springfield

Yellow Springs-Clifton

Rainsboro Rainsboro

Greenfield- GTE

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Hillsboro Marshall

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Ravenna Akron

Atwater Garrettsville - GTE
Wayland - United
Ravenna Windharn - United

Kent Hiram - Western

Reserve

Mantua Rootstown

Reynoldsburg Columbus Met.

Baltimore - GTE

Area Cheshire Center - GTE

Pataskala - United Rathbone - GTE Sunbury- United Alexandria - United

Rio Grande Rio Grande

(None)

Gallipolis Vinton Walnut

Ripley

Decatur-GTE

Aberdeen Georgetown - GTE

Russellville - GTE Higginsport - GTE

Rogers

East Palestine, PA - PA Bell

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Columbiana East Liverpool East Palestine Lisbon

New Waterford

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Rootstown Rootstown

(None)

Atwater Kent Marlboro Ravenna Akron

Roseville

Crooksville - United

Fultonham New Lexington

Philo Zanesville

Rushville Rushville

Brernen - GTE

Lancaster Pleasantville - GTE

Somerset Thornville

St. Clairsville Bethesda

Adena-GTE

(Wheelling Zone VIII) Wheeling Zn VIII Centerville- Western Reserve

Wheeling Zn VI Flushing - GTE

Wheeling Zn VII Morristown - Western Reserve

Wheeling Zone I – Verizon of WV Wheeling Zone II - Verizon of WV Wheeling Zone III - Verizon of WV Wheeling Zone V - Verizon of WV

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Salem Canfield

Damascus-United

East Palestine Winona - GTE

Salem Columbiana Leetonia Lisbon Youngstown

Salineville Salineville

(None)

East Liverpool

Lisbon Wellsville

Sandusky Sandusky Huron - GTE

Bloomingville Milan - GTE

Castalia

Sebring Sebring Damascus - United

Alliance North Benton - United

North Georgetown - GTE

Sedalia Sedalia

(None)

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Bloomingburg Jeffersonville London South Solon

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#### 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Sharon Sharon

Sharon, PA - PA Bell

Hubbard Sharpsville, PA - PA Bell Youngstown West Middlesex, PA - PA Bell

Warren- United

Shawnee Shawnee Logan - GTE

Coming Murray City Nelsonville New Lexington

Somerset Somerset Junction City - United

Fultonharn Glenford New Lexington Rushville Thornville

Somerton Somerton

(None)

Barnesville Beallsville Bethesda Woodsfield

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

South Charleston South Charleston (None)

Cedarville London Pitchin South Solon South Vienna Springfield

South Solon South Solon

(None)

Cedarville Jamestown Jeffersonville London Sedalia

South Charleston

South Vienna South Vienna

(None)

London

South Charleston Springfield

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## 3.1 General, (Cont'd.)

## 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Springfield Springfield

Catawba - GTE

Donnelsville Enon Medway New Carlisle North Hampton

Pitchin

South Charleston South Vienna Trernont City

Yellow Springs-Clifton

Spring Valley Spring Valley

(None)

Dayton Met. Area

Xenia

Steubenville Steubenville

Amsterdam - GTE

Mingo Junction Berholz - GTE

Toronto Bloomingdale - Western

Reserve

Brilliant - GTE

Follansbee, WV - Verizon of WV Hopedale -Western Reserve

Knoxville- GTE Richmond - GTE Smithfield - GTE

Weirton WV - Verizon of WV

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#### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Strongsville Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Sugar Grove Sugar Grove

(None)

Lancaster

Sugar Tree Ridge Sugar Tree Ridge Mowrystown - GTE

Belfast Danville Hillsboro Winchester

Terrace Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Burton Brunswick - GTE
Chesterland Columbia Station - Elyria
Kirtland Hinckley - Western Reserve

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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## 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA OHIO BELL
OTHER

Thornville Thornville

Glenford Millersport - GTE
New Lexington Pleasantville - GTE
Rushville Newark - Alltel

Somerset

Tiffin

Attica - GTE
New Riegel Bascom - Bascom

Bloomville - GTE

McCutchenville- Sycamore

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Hebron - United

Melmore- Sycamore
Old Fort - United
Republic - GTE
Sycamore- Sycamore
Bettsville - GTE

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## 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Toledo Met.

Curtice-Oregon - GTE

Area Delta- Alltel

Elmore - GTE

Erie, MI - General of MI

Genoa - GTE

Grand Rapids - GTE Haskins-Tontogany - GTE

Lambertville-Whiteford MI-

Alltel,MI

Lost Peninsula, MI - General of MI

Luckey - United Moline - United

N. Sylvania, MI - GTE

Richfield Center-Berkey - United

Stony Ridge - United Swanton - United Sylvania- GTE

Temperance, MI - General of MI

Waterville - United Matamora- United Woodville - United

Toronto Toronto

**Knoxville-GTE** 

Steubenville Wellsville

Tremont City Tremont City

(None)

North Hampton Springfield

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# 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

Trenton Trenton (None)

Middletown Monroe

Trinity Cleveland Met.

Aurora - Western Reserve

**OTHER** 

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station- Alltel, Ohio

Elyria - Alltel Ohio

Hinckley - Western Reserve

North Eaton - GTE

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Avon Lake - Century

Uhrichsville Uhrichsville

Bowerton - GTE

Gnadenhutten Freeport - GTE

New Philadelphia - GTE

Uniontown Uniontown

(None)

Akron Greensburg Mogadore Hartville North Canton

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#### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Upper Sandusky Upper Sandusky Carey-GTE

Harpster- GTE

McCutchenville- Sycamore

Nevada - GTE Sycamore- Sycamore

Wharton- GTE

Vandalia Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE

Enon Tipp City - GTE

Medway Trotwood - GTE New Carlisle Troy- GTE

Spring Valley

Victory Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Vinton Vinton

(None)

Cheshire Gallipolis Rio Grande

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## 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

Walnut

(None)

Arabia
Gallipolis
Guyan
Rio Grande

Washington Ct. House Washington Ct. Hse (None)

Bloomingburg Jeffersonville Milledgeville New Holland

Wellsville Wellsville

Chester, WV - Verizon of WV

East Liverpool Lisbon Salineville Toronto

Westerville Columbus Met.

Cheshire Center - GTE
Delaware - GTE

Area Del Johnstown - United

Pataskala - United

Rathbone - GTE Sunbury - United

West Jefferson Columbus Met.

Area

Cheshire Center - GTE Pataskala - United

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London Plain City - GTE

Rathbone - GTE Sunbury - United

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#### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL
OTHER

West Lafayette West Lafayette

(None)

Conesville Coshocton Newcomerstown

Whitehouse Toledo Met.

Grand Rapids -GTE

Area Lost Peninsula, MI-

General of MI

Neapolis - Alltel, Ohio North Sylvania, MI - GTE Richfield Center-Berkey - United

Swanton - United Sylvania - GTE

Sylvania - GTE Waterville - United

Wickliffe Cleveland Met.

Aurora - Western Reserve

Effective: February 1, 2001

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Alltel, Ohio Mentor Hinckley - Western

Reserve

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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#### 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA OHIO BELL
OTHER

Willoughby Cleveland Met.

Aurora - Western Reserve

Area Bainbridge - Western

Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Alltel, Ohio Leroy Hinckley - Western

Reserve

Mentor Northfield - Western

Reserve

Painesville Perry- Western Reserve

Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Winchester Winchester

Sardinia - GTE.

Sugar Tree Ridge Seaman - GTE

West Union - GTE

Woodsfield Woodsfield

(None)

Beallsville Clarington Duffy Graysville Lewisville Somerton

Worthington Columbus Met.

Cheshire Center - GTE

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Area Delaware - GTE

Pataskala - United Rathbone - GTE Sunbury - United

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## 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREA OHIO BELL OTHER

Xenia Xenia

New Burlington -GTE Port William - GTE

Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley

Yellow Springs-Clifton

Dayton

Yellow Springs-Clifton Yellow Springs- (None)

Clifton Cedarville Enon Fairborn Pitchin Xenia Springfield Dayton

Zanesville Zanesville

Adamsville - United Frazeysburg - United Gratiot - Alltel

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Dresden Fultonharn Norwich Philo Roseville

New Lexington

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# 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

#### A. Metropolitan Areas

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

Cleveland North Royalton
Bedford Olrnstead 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:

Columbus Hilliard

Alton Lockbourne

Canal Winchester New Albany

Dublin Reynoldsburg

Gahanna Westerville
Grove City West Jefferson
Groveport Worthington

Harrisburg

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# 3.1 General, (Cont'd.)

# 3.1.1 Local Calling Scope Ohio Bell Service Areas, (Cont'd.)

1) <u>Metropolitan Areas</u>, Cont'd.

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

Dayton Fairborn

Beavercreek Miamisburg-West Carrollton

Bellbrook Vandalia

Centerville

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

Toledo Holland Maumee Perrysburg

Whitehouse

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Charleston, WV 25301

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# 3.1 General, (Cont'd.)

# 3.1.2 Counties and LEC Service Areas

Serving LEC's Counties

Serving LEC's Countres				Countries
Ameritech	Cin. Bell	GTE	Sprint/	
			United	
X		X	0.0000	1. Adams
X		X	X	2. Athens
X X		X		3. Belmont
X	X	X		4. Brown
X	X	X		5. Butler
X		X		6. Carroll
X		X	X	7. Champaign
X X		X		8. Clark
X		X	X	9. Clinton
X		X	X	10.Columbiana
X		X	X	11.Coschocton
X		X		12.Cuyahoga
X			X	13.Delaware
X		X		14.Erie
X		X		15.Fairfield
X		X	X	16.Fayette
X X X X		X		17.Franklin
X				18.Gallia
X				19.Geauga
X		X	X	20.Greene
X		X		21.Guernsey
X		X	X	22.Hancock
X		X		23.Harrison
X		X		24.Highland
X		X		25.Hocking
X X X		X		26.Jefferson
X				27.Lake
X				28.Lawrence
X X		X	X	29.Lucas
X		X	X	30.Madison
X			X	31.Mahoning
X		X	X	32.Miami
X		X		33.Monroe

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# 3.1 General, (Cont'd.)

# 3.1.2 Counties and LEC Service Areas

Serving LEC's Counties

Ameritech Cin. Bell GTE Sprint/			Counties
Cin. Bell	GTE	Sprint/ United	
	X		34.Montgomer
			y
	X	X	35.Morgan
	X	X	36.Muskingum
	X	X	37.Noble
	X		38.Pickway
	X		39.Pike
	X	X	40.Portage
			41.Ross
	X	X	42.Sandusky
	X		43.Scioto
	X	X	44.Seneca
	X	X	45.Shelby
	X		46.Stark
	X		47.Summit
		X	48.Trumbull
	X		49.Tuscarawas
X	X	X	50.Warren
	X	X	51.Washington
	X	X	52.Wayne
	X	X	53.Wood
	X		54.Wyandot
	Cin. Bell	Cin. Bell         GTE           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X           X         X	Cin. Bell         GTE         Sprint/ United           X         X         X           X         X

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## **SECTION 3.0 - SERVICE AREAS, (CONT'D.)**

## 3.2 Timing of Calls

Where applicable, the following rate period and timing parameters apply:

- **3.2.1** Initial Period The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.
- 3.2.2 Additional Period The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.
- **3.2.3** Chargeable time for all calls ends when one of the parties disconnects from the call.
- **3.2.4** Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

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EiberNet of Object LLC

#### **SECTION 3.0 - SERVICE AREAS, (CONT'D.)**

# 3.3 Calculation of Mileage and Rate Bands

For mileage-sensitive schedules, the distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

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Steven Hamula, Esquire Director of Regulatory Affairs FiberNet of Ohio, LLC Charleston, WV 25301

#### **SECTION 4.0 - ACCESS SERVICES, (CONT'D.)**

#### 4.1 General

FiberNet Access Service is offered to telecommunications carrier Customers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Access Service will support inter-machine and Feature Group D protocols.

#### 4.1.1 Switched Access

Switched Access Service provides for the use of common terminating, switching and transport facilities.

#### 4.1.2 Dedicated Access

Dedicated Access Service makes available the entire usable bandwidth for the exclusive use of the Customer. Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

#### 4.2 Regulations

- **4.2.1** Carrier Access Orders for FiberNet Access Service will be placed on Standard Bellcore Access Service Requests (ASRs).
- **4.2.2** FiberNet Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.
- **4.2.3** FiberNet Access Service ports are only available at the Primary Distribution Nodes provided by the Company. The Customer is responsible for providing digital DS- and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

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#### **SECTION 4.0 - ACCESS SERVICES, (CONT'D.)**

#### 4.3 Rates

#### 4.3.1 Rate Elements

- **A.** For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.
- **B.** The following rate elements apply:
  - .1 Non-Recurring Charges Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.
  - .2 Monthly Recurring Channel Termination Charge The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.
  - .3 Fixed Mileage Charge Fixed Mileage Charge is a recurring monthly fee, which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.
  - Variable Mileage Charge Variable mileage charge is a recurring monthly fee, which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

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## **SECTION 4.0 - ACCESS SERVICES, (CONT'D.)**

## 4.3 Rates, (Cont'd.)

## 4.3.2 Rates and Charges

# A. Service Order Charges

Customer Requested Due Date Change <sup>1</sup>	<u>Minimum</u> \$15.00	<u>Maximum</u> \$125.00
Customer Requested Expedite	\$15.00	\$125.00
Cancellation (after 3 business days from order placement)	\$15.00	\$125.00
Design Change, DS0/DS1	\$15.00	\$125.00
Design Change, DS3	\$15.00	\$125.00

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<sup>&</sup>lt;sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply, and in addition, the billing will start on the current due date without exception.

# **SECTION 4.0 - ACCESS SERVICES, (CONT'D.)**

# 4.3 Rates, (Cont'd.)

# 4.3.2 Rates and Charges, (Cont'd.)

## **B.** Dedicated Access

1

	Non-Recurring Rate	Recurring Rate
Per-Channel Termination		
First Circuit	ICB	ICB
Additional Circuits	ICB	ICB
Fixed mileage	ICB	ICB
Per-Mile Charge	ICB	ICB
Outside Service Zone Termination Surcharge	ICB	ICB

#### .2 DS-3

. <u>2</u> DS-3		
	Non-Recurring	Recurring
	<u>Rate</u>	Rate
Per-Channel Termination		
First Circuit	ICB	ICB
Additional Circuits	ICB	ICB
Fixed mileage	ICB	ICB
Per-Mile Charge	ICB	ICB
Outside Service Zone Termination		
Surcharge	ICB	ICB

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# **SECTION 4.0 - ACCESS SERVICES, (CONT'D.)**

## 4.3 Rates, (Cont'd.)

# 4.3.2 Rates and Charges, (Cont'd.)

## .3 Switched Access

Rate Per Minute

 $\begin{array}{ccc} & \underline{\text{Minimum}} & \underline{\text{Maximum}} \\ \text{Originating} & \$0.0300 & \$0.1200 \end{array}$ 

Terminating \$0.0300 \$0.1200

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#### **SECTION 5.0 – BASIC SERVICES AND RATES**

# 5.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- **5.1.1** Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- **5.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- **5.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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#### SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

#### **5.2** Service Order and Change Charges

#### 5.2.1 General

Nonrecurring charges are applicable for the following work functions required to establish exchange service:

<u>Service Ordering Charge</u> - A nonrecurring charge, which covers receiving, recording and processing information necessary to execute a customer's request for service.

<u>Central Office Connection Charge</u> - A nonrecurring charge for establishing or changing central office connections which may include, but are not limited to, circuit design work and establishing or changing central office connections.

<u>Line Connection Charge</u> - A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.

<u>Network Wiring Charge</u> - A one time charge consisting of a time sensitive network wiring charge required to perform customer requested work on the customer's premises, except work required to establish or reestablish network access.

Charges specified contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of the customer or applicant for service, work is performed at other times, the expense incurred by the Company in excess of the normal expense of such work, may be billed to the customer or applicant for service, in additional to the charges otherwise applicable.

<u>Complex Service</u> - Includes all other exchange service and their associated facilities and equipment excluded from simple service.

<u>Simple Service</u> - Simple residence, non-residence and semi-public exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions:

- **A.** The network access lines are served from their normal serving central office.
- **B.** All terminations of the network access lines are confined to a single continuous property.
- **C.** Customer premises equipment connected to such network access lines is

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Steven Hamula, Esquire Director of Regulatory Affairs FiberNet of Ohio, LLC Charleston, WV 25301 limited to on-key telephones with associated miscellaneous or supplemental equipment.

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.2 Service Order and Change Charges, (Cont'd.)

## **5.2.3** Rates

	Residence Min.	Business Max.
Service Ordering Charge, per location, per occasion Simple	<u>1<b>V1111.</b></u>	Min. Max.
		\$9.00 \$40.00
Complex		\$10.00 \$55.00
		\$9.00 \$40.00
		\$8.00 \$35.00
Central Office Connection Charge, per termination Simple		
		\$4.00 \$17.00
Complex		\$6.00 \$26.00
		\$4.00 \$47.00
		\$8.00 \$35.00

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Line Connection Charge,

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# per termination Simple

Simple	
	\$5.00 \$23.00
Complex	\$12.00 \$50.00
Complex	
	\$5.00 \$23.00
	\$8.00 \$35.00
Telephone Number Changes Simple	
	\$15.00
	\$62.00
	\$15.00
Committee	\$62.00
Complex	
	\$14.00
	\$60.00
	¢20.00
	\$20.00 \$82.00
	ψ02.00
Class of Service Change:	
Residence to Business Simple	
	\$15.00 \$62.00 n/a n/a
Complex \$35.0	\$9.00
n/a	0 11/ <b>u</b>
Business to Residence Simple	
n/a	n/a
Ф <i>с</i> 2.0	\$15.00
\$62.0 Complex	U

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n/a
n/a
120.00
\$20.00
\$85.00

Network Wiring Charge
First 15 min. or fraction thereof

\$12.00
\$50.00

Each add'1. 15 min. or fraction thereof

\$50.00
\$50.00
\$50.00
\$50.00
\$50.00

\$20.00

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

## 5.3 Dishonored Check Charge

The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

Residence		<b>Business</b>	
Min.	Max.	Min.	Max.
\$15.00	\$40.00	\$15.00	\$40.00

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#### 5.4 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

		Residence	Busi	<u>ısiness</u>	
		Min.		Max.	
				Min.	
				Max.	
	er temporary denial,				
	completion of				
order to disc	continue service				
	Simple			<b>4.5</b> 00	
			<b>4.7</b> 00	\$17.00	
				\$17.00	
	G 1		\$65.00	<b>#12.00</b>	
	Complex		<b>477</b> 00	\$13.00	
				\$13.00	
			\$55.00		
<b>D</b>					
Restoration after	er temporary				
suspension	C' 1				
	Simple			¢1.c.00	
			¢<0.00	\$16.00	
			\$68.00	\$16.00	
	Co			\$68.00	
	Complex				
				\$31.00	
				\$120.00	
				φ120.00	

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# 5.5 Temporary Suspension/Restoration of Service

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure than no inward or outward service will be available during the period of suspension.

		<u>Residence</u>	D	_
		Min.	Busines	Max.
Restorati	Restoration after temporary interception			Min. Max.
	Simple		\$65.00	\$17.00
			\$65.00	\$17.00
	Complex			
				\$31.00 \$120.00
				\$45.00
				\$175.00

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## SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

## 5.6 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

## <u>Minimum</u>

	<u>Maxim</u>
	<u>um</u>
\$0.15	

\$0.60

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Rate Per Call:

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## **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.7 Basic Business Services

#### 5.7.1 NetServe Business Line

#### A. General

NetServe Business Line is provided via one or more channels terminated at the Customer's premises. Each NetServe Business Line channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

NetServe Business Line provides a Business Customer with a connection to the Company's switching network which enables the Customer to:

- 1. originate and receive calls from other stations on the public switched telephone network;
- **2.** access the Company's local calling service;
- 3. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
  - 4. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

NetServe Business Line service is furnished subject to the availability of facilities.

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## **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

## 5.7.1 NetServe Business Line, (Cont'd.)

#### **B.** Rate Structure

NetServe Business Line provides for calling within the local service area on measured or flat rate basis.

Accumulation of local usage time is done on a per second basis. At the end of the Customer's billing period, the sum of accumulated seconds is rounded to the next higher minute.

The local service area, as outlined in Section 2 of this Tariff, for NetServe Business Line Customers is the area within which measured service Customers make calls on a per message, per minute basis and may include one or more exchanges or zones.

Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

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## **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.7 Basic Business Services, (Cont'd.)

#### 5.7.1 NetServe Business Line, (Cont'd.)

#### C. Touch Tone Calling

Touch tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch tone calling is furnished with NetServe Business Line.

## D. Line Hunting

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Line Hunting is included with NetServe Business Line.

#### E. Pay-Per-Call Service Blocking

NetServe Business Line cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

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## SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

#### 5.7 Basic Business Services, (Cont'd.)

#### 5.7.1 NetServe Business Line, (Cont'd.)

## F. Exchange Classifications

Business service is provided to each exchange on a measured or flat rate basis and provides for calling within the local calling area and within municipalities.

#### **G.** Payment Plans

The Basic Business payment plan offers the Customer two options for payment.

## .1 Fixed Monthly Rate Plan

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The Customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

#### .2 Month-to-Month Plan

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.7 Basic Business Services, (Cont'd.)

#### 5.7.1 NetServe Business Line, (Cont'd.)

#### H. Measured Business Exchange Service

Measured service provides for calling within the local calling area and within municipalities on a per minute basis. Monthly rates consist of the appropriate dial tone live rate and local usage charges.

#### I. Business Line Value Package

The following features are available to Customers who choose the optional Business Value Line Package with Business Exchange Service:

Call Forward

Call Forwarding Busy

Call Forwarding No Answer

Call Waiting

Three-way Calling

Speed Calling (8)

The Customer may opt to purchase a single feature from the above package.

#### J. Security Package

The following features are available to Customers who choose the optional Security Package with NetServe Business Line:

Ultra Call Forward

Call Trace

**Priority Call** 

Call Block

Caller ID with Name

The Customer may opt to purchase a single feature from the above package

#### **K.** Off Premise Extension

Net Service Off-Premises Extension (OPX) Service provides a Business Customer with a telephone located in a different office or building from the main telephone system. The OPX is connected to the main system via a dedicated line. All capabilities of the main system are available on the OPX.

Each line must be in the same rate center.

Service is provided on a measured and flat rate basis.

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## **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.7 Basic Business Services, (Cont'd.)

## 5.7.2 NetServe PBX Trunk

#### A. Description

The Basic Business NetServe PBX Trunk, offered on a flat rate basis, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

NetServe PBX Trunk is furnished subject to the availability of facilities.

#### **B.** Standard Features

Each NetServe PBX Trunk will be provided with the following standard features:

In, Out, Two-Way

Trunk Group Hunting

Touch tone

The Customer may opt to purchase a single feature from the above package.

# C. Security Package

The following features are available to Customers who choose the optional Security Package with NetServe PBX Trunk service.

Ultra Call Forward

Call Trace

**Priority Call** 

Call Block

Caller ID with Name

The Customer may opt to purchase a single feature from the above package.

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## **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

#### 5.7.4 NetServe DID Trunk

## A. Description

The Basic Business NetServe DID Trunk, offered on a measured rate basis, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time.

NetServe DID Trunk is furnished subject to the availability of facilities.

Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

#### **B.** Standard Features

Each NetServe DID Trunk will be provided with the following standard features:
DID
TT, DD, MF signaling
Trunk Group Hunting

# **C. DID** Telephone Numbers

Groups of 20, 50 or 100

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### **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

#### 5.7.5 Netflex T-1 Service With DID

#### A. Description

Netflex T-1 Service With DID ("Netflex"), offered on a measured basis, provides a digital path from a suitably equipped central office to a Customer's digital PBX, allowing access to and from the exchange and toll network via exchange trunk lines, and other network access lines, including DID capability.

A 1.544 Mbps transmission channel providing two-way transmission for a capacity of up to 24 trunk connections connects a Customer's premises with the switched public telephone network.

Netflex is furnished subject to the availability of facilities.

Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

#### 5.7.6 Netflex PRI

#### A. Description

Netflex PRI is a service provided over T-1 point-to-point line facilities. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. Channels of the T1 pipe may be used as 23 voice grade product lines (B channels) plus one active D channel to control multiple 24-channel PRI's, through the use of appropriate premises equipment. Customers can bond multiple channels together to create high bandwidth (384kb/s, 78Kb/s, etc.) dial-up data channels.

Netflex PRI is furnished subject to the availability of facilities.

Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

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### **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.7 **Basic Business Services, (Cont'd.)**

#### **Netflex BRI** 5.7.7

#### **Description** Α.

Netflex BRI is a stand alone service arrangement which uses ISDN architecture to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data and image services. Customers shall configure individual line BRI through the use of one of the following service capabilities: (i) featured voice on the B Channel(s); (ii) circuit switched data on the B Channel(s) at speeds up to 64 kbps per B Channel; (iii) alternating circuit switched voice and circuit—switched data on the same B Channel; or (iv) D Channel for signaling purposes only.

ISDN compatible terminal equipment is required for operation. The customer is responsible to provide, power and set-up such equipment.

Netflex BRI is available only where facilities meet loop qualifications. Pre-qualification will be necessary in the event the customer is not currently subscribed to ISDN service with an alternative carrier, or in the event the customer desires to locate the service at another location.

Netflex BRI is furnished subject to the availability of facilities.

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# SECTION 5.0 - BASIC SERVICES AND RATES, (CONT'D.)

#### 5.7 Basic Business Services, (Cont'd.)

# 5.7.8 Integrated T-1

#### A. Description

An Integrated T-1 is a service provided over a digital T-1. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. The channels of the pipe may be used as a voice grade product and up to 768 Kbps bandwidth for data transmission, depending on the Customers equipment and needs.

The Integrated T-1 may be divided up between voice grade products and bandwidth, although bandwidth cannot exceed 768 Kbps. An example of the divide would be 12 voice grade lines and 768 Kbps of high bandwidth.

When utilizing the bandwidth the customer must either purchase PVC (Permanent Virtual Circuits) from FiberNet or supply their own, in order to receive a dedicated Internet Connection.

Integrated T-1 is offered subject to the availability of facilities.

Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

#### **5.7.9** Rates

### A. Minimum Rates

	Non - Recurring	Month to	4			
	Changes	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>NetServe Business Line</b>						
Measured Rate	\$8.00	\$12.00	\$11.00	\$10.00	\$9.00	\$9.00
Per Minute Rate:						
Access Areas*: A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
C		\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
D		\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Flat Rate	\$8.00	\$28.00	\$27.00	\$25.00	\$25.00	\$24.00
One Feature		\$1.00	\$1.00	\$1.00	\$1.00	1.00
Off Premise Extension						
Measured	\$8.50	\$11.95	\$11.05	\$10.25	\$11.05	\$8.00
Flat	\$8.50	\$26.13	\$24.75	\$23.38	\$22.55	\$22.00
<b>Business Line Value Pkg.</b>		\$2.20	\$2.15	\$2.10	\$2.00	\$2.00
Call Forward		Ψ2.20	Ψ2.13	Ψ2.10	Ψ2.00	Ψ2.00
Call Forwarding Busy						
Call Forwarding Don't Answer						
Three-Way Calling						
Call Waiting						
Speed Calling (8)						
One Feature		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
		•	•		•	•

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

# **5.7.9** Rates, (Cont'd.)

Α.	Minimum Rates, (Cont'd.)						
		Non - Recurring	Month to				
		Changes	Month	1 Yr.	2 Yr	3 Yr.	5 Yr.
NetServe PBX Trunk							
Flat Rate		\$8.00	\$33.00	\$31.00	\$30.00	\$29.00	\$28.00
Security Package Caller ID with Name Ultra Call Forward Call Trace Priority Call Call Block	,		\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
One Feature			\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
NetServe DID Trunk							
Standard Measured Per Minute Rate		\$8.00	\$12.00	\$11.00	\$10.00	\$10.00	\$9.00
Access Areas* A			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В			\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
C			\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
D			\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
DID Group of 20		\$2.50	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
DID Group of 50		\$2.50	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
DID Group of 100		\$2.50	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Netflex T-1 Service W	ith DID						
Measured Service		\$250.00	\$320.00	\$305.00	\$280.00	\$270.00	\$260.00
Per Minute Rate							
Access Areas:* A			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В			\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
C			\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
D			\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
DID Group of 20		\$2.50	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
DID Group of 50		\$2.50	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
DID Group of 100		\$2.50	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

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# SECTION 5.0 - BASIC SERVICES AND RATES, (CONT'D.)

# 5.7 Basic Business Services, (Cont'd.)

# **5.7.9** Rates, (Cont'd.)

# A. Minimum Rates, (Cont'd.)

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Netflex PRI						
Measured Service	\$250.00	\$350.00	\$335.00	\$325.00	\$310.00	\$275.00
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
C		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
D		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
DID Group of 20	\$2.50	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
DID Group of 50	\$2.50	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
DID Group of 100	\$2.50	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Caller ID with Name		\$47.00	\$45.00	\$42.00	\$40.00	\$40.00
Netflex BRI						
Measured Service		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Flat Rate Service		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Integrated T-1						
Measured Service	\$250.00	n/a	\$290.00	\$275.00	\$265.00	\$250.00
Per Minute Rate						
Access Areas:* A		\$0.000	\$0.000	\$0.000	\$0.000	\$0.000
В		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
C		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
D		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

# **5.7.9** Rates, (Cont'd.)

### .B Maximum Rates

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
	Changes	MIOHUH	1 11.	<b>4 11.</b>	3 11.	3 11.
<b>NetServe Business Line</b>						
Measured Rate	\$35.00	\$50.00	\$45.00	\$43.00	\$40.00	\$40.00
Per Minute Rate						
Access Areas:* A		\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
В		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
C		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
D		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Flat Rate	\$35.00	\$115.00	\$108.00	\$100.00	\$100.00	\$100.00
One Feature		\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Off Premise Extension						
Measured	\$17.00	\$23.00	\$23.00	\$20.50	\$20.00	\$16.00
Flat	\$17.00	\$53.00	\$54.00	\$54.00	\$54.00	\$54.00
Titt	Ψ17.00	Ψ55.00	φ54.00	ψ54.00	ψ54.00	ψ54.00
Business Line Value Pkg. Call Forward Call Forwarding Busy Call Forwarding Don't Answer Three-Way Calling Call Waiting		\$10.00	\$9.00	8.50	\$8.00	\$7.50
Speed Calling (8)						
One Feature		\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Security Package Caller ID with Name Ultra Call Forward Call Trace Priority Call Call Block		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
One Feature		\$8.00	\$8.00	\$8.00	\$8.00	\$8.00

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

# **5.7.9** Rates, (Cont'd.)

.В	Maximum	Rates, (Cont'o Non - Recurring	Month to				
		Changes	Month	1 Yr.	2 Yr	3 Yr.	5 Yr.
NetServe PBX Trunk Flat Rate		\$35.00	\$135.00	\$125.00	\$120.00	\$115.00	\$115.00
Security Package Caller ID with Name Ultra Call Forward Call Trace Priority Call Call Block			\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
One Feature			\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
NetServe DID Trunk							
Standard Measured		\$35.00	\$50.00	\$45.00	\$40.00	\$40.00	\$40.00
Per Minute Rate							
Access Areas:*			\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
	В		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
	C		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
	D	***	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
DID Group of 20		\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
DID Group of 50		\$10.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
DID Group of 100		\$10.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Netflex T-1 Service W	ith DID						
Measured Service Per Minute Rate		\$1000.00	\$1280.00	\$1220.00	\$1120.00	\$1090.00	\$1040.00
Access Areas:* A	Λ		\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
E	3		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
(	2		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Ι	)		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
DID Group of 20		\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
DID Group of 50		\$10.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
DID Group of 100		\$10.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

\*Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.UC.O. No. 20.

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.7 Basic Business Services, (Cont'd.)

# **5.7.9** Rates, (Cont'd.)

# .B Maximum Rates, (Cont'd.)

	Non - Recurring	Month to				
	Changes	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Netflex PRI						
Measured Service	\$1000.00	\$1400.00	\$1350.00	\$1300.00	\$1250.00	\$1150.00
Per Minute Rate						
Access Areas:* A		\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
В		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
C		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
D		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
DID Group of 20	\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
DID Group of 50	\$10.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
DID Group of 100	\$10.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Caller ID with Name		\$190.00	\$180.00	\$170.00	\$160.00	\$160.00
Netflex BRI						
Measured Service		\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Flat Rate Service		\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
Integrated T-1						
Measured Service	\$100.00	n/a	\$1200.00	\$1110.00	\$1070.00	\$1000.00
Per Minute Rate		ΦΩ ΩΩΣ	ΦΩ ΩΩΣ	ΦΩ ΩΩΣ	ΦΩ ΩΩΣ	ΦΩ ΩΩΣ
Access Areas:* A		\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
В		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
C		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
D		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06

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<sup>\*</sup>Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.UC.O. No. 20.

#### **5.8** Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

#### **5.8.1** Basic Directory Assistance

- **A.** The rates specified apply when Customers request company assistance in determining telephone numbers of services located in the same local service area.
- **B**. A maximum of two (2) requested telephone numbers are allowed per call.
- **C.** Directory assistance calls from the following are not subject to rates and regulations specified above.
  - .1 Services furnished to hospitals and skilled nursing homes.
  - .2 Services furnished to the handicapped as follows:
    - **a.** Impaired persons
      - I. For purposes of this tariff, the definition of impaired those persons with communication to impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating telephone without aid over the the of telecommunications device for the deaf.
      - II. Residential impaired customers or impaired members of a customers' household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll services rates.

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- 5.8 **Directory Assistance Services, (Cont'd.)** 
  - **Basic Directory Assistance, (Cont'd.)** 5.8.1
    - C. (Cont'd.)
      - .2 Services furnished to the handicapped as follows: (Cont'd.)
        - **(b)** Visual or other physical handicapped
          - I. One residence service designated by a handicapped person who is unable to use a directory due to a visual or other physical handicap. Such person must make application to the Company for exemption and will be required to provide suitable proof of handicap. Such application shall be established by the following procedures:

A letter to the Company from a professional familiar with the person's visual or physical impairment stating that the person qualifies for the exemption; or

The filling out of a prepared form made available by the Company by a professional familiar with the person's visual or physical impairment.

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- Exemption may be extended to one no-residence service, II. in lieu of a residence service where the handicapped person subscribes only to non-residence service which is located in the residence of said person.
- III. In addition to the exemption provided in (1) above, exemption also may be extended to any telephone service used by the handicapped person when he is away from his residence. Such exemption is provided by means of special arrangements which must be made in advance with the Company. This exemption provides for the first 100 calls per month at no charge. Each additional call per month is charged for a the rate set forth in 5.7.4.A following.

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#### SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

#### 5.8 **Directory Assistance Services, (Cont'd.)**

#### **Basic Directory Assistance, (Cont'd.)** 5.8.1

- C. (Cont'd.)
  - .2 Services furnished to the handicapped as follows: (Cont'd.)
    - **(b)** Visual or other physical handicapped, (Cont'd.)
      - IV. A visual handicap may be defined as follows:

Visual acuity of 20/60 or worse with best refractive correction with best eye, or

Visual field of 20 or less in diameter.

#### 5.8.2 **Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

In addition to the call completion charge, normal existing directory assistance charges will apply and any toll charges for calls completed to telephone numbers outside of the customer's local calling area will also apply.

Only the second provided directory assisted telephone number will be completed if tow Directory Assistance request are made by the customer during the same call.

Hospitals, skilled nursing homes and handicapped persons as specified in Section 5.7.1.C are not subject to the DACC charge.

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# 5.8 Directory Assistance Services, (Cont'd.)

#### **5.8.3** National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local calling area or outside the customer's home numbering plan area. Directory Assistance Call Completion is not offered with National Directory Assistance Call Service. The service is available where facilities permit.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

Where a customer requests operator assistance to place a call to National Directory Assistance, the surcharge as shown in Section 5.8 is applicable in addition to the basic charge.

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# 5.8 Directory Assistance Services, (Cont'd.)

#### **5.8.4** Rates

A.	<b>Basic Directory Assistance</b>
----	-----------------------------------

Minimum Maximum

Local Directory Assistance Direct dialed

\$0.15

\$2.00

Via operator

\$0.20 \$2.00

B. Directory Assistance Call Completion

Per completed call

\$0.10

\$0.50

C. National Directory Assistance

Direct dialed

\$0.95

\$4.00

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#### SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

### 5.9 Operator Service

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

<u>Customer Dialed Calling/Credit Card Call</u> - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

<u>Person-to-Person</u> - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

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\$0.25 \$8.00

# SECTION 5.0 - BASIC SERVICES AND RATES, (CONT'D.)

# 5.9 Operator Service, (Cont'd.)

# **5.9.1** Local and IntraLATA Per Call Service Charges:

Customer Dialed Calling Card - Automated	<u>Minimum</u>	Maxim \$0.25 \$8.00	<u>num</u>
Operator Assisted Calling Card			\$0.25 \$8.00
Operator Station Collect	\$8.00	\$0.25	
Third Party Billed			\$0.25 \$8.00

# 5.9.2 InterLATA Rates

### **Usage Rates**

Person-to-Person

	<u>Minimum</u>	<u>Maximum</u>
Per Minute:		
		\$0.25
		\$8.00

# **Per Call Service Charges**

S	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card Station	\$0.25	\$8.00
Operator Dialed Calling Card Station	\$0.25	\$8.00
Collect	\$0.25	\$8.00
Third Party Billed	\$0.25	\$8.00
Person to Person	\$0.25	\$8.00

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### 5.10 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. Verification and interrupt service is offered where facilities permit.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

#### **5.10.1** Rates

		<u>Resider</u> <u>Min.</u>	<u>nce</u>	Business Max.
	Busy Line Verification, per request			<u>Min.</u> <u>Max.</u>
				\$0.50 \$10.00
\$10.00	Verification with Line Interruption	\$0.50	\$10.00	\$0.60 \$10.00 \$0.60

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#### **5.11** Directory Listing Service

#### **5.11.1** General

- **A.** An alphabetical directory is an alphabetical list of customers, joint users and others for who directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.
- **B.** There are two groups of listings, one group of non-residence listings and one group of listings consisting solely of names of individuals.
  - Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.
  - Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
  - Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:
    - .1 Alternate listings, provided that they are indented under non-residence primary or regular additional listings that are listings consisting solely of names of individuals; and
    - all other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

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- Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.
- C. Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

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#### SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

#### 5.11 Directory Listing Service, (Cont'd.)

#### **5.11.1** General, (Cont'd.)

- **D.** The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party.
- **E.** The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
- **F.** Listings are regularly provided in connection with exchange service of all classes, grades and types

#### **5.11.2** Listings

### A. Primary Listing

- .1 One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service.
- .2 One primary listing is provided for each joint user.
- .3 The primary listing is ordinarily the name of the customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- A dual name listing is comprised of a surname, two first names, an address and telephone number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

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#### 5.11 **Directory Listing Service, (Cont'd.)**

# 5.11.2 Listings, (Cont'd.)

#### В. **Additional Listings**

- .1 Non-residence Additional Listings
  - Non-residence additional listings are listings in addition to the (a) primary listing furnished in connection with non-residence service and may be:
    - Names of partners or members, if the customer or ioint \$ user is a partnership
    - \$ Names of officers, if the customer or joint user is a corporation
    - \$ Names or representatives or employees of the customer or joint user
    - Bona fide names of firms which the customer or joint \$ user owns or controls or is duly authorized to represent
    - \$ Names of partners participating in resale or shared use of the customer's service or equipment

- Non-residence additional listings are not permitted in connection **(b)** with residence service.
- .2 Residence Additional Listings
  - (a) Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the customer's family or of other persons residing in the customer's household.
  - **(b)** Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

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# 5.11 Directory Listing Service, (Cont'd.)

### 5.11.2 Listings, (Cont'd.)

#### B. Additional Listings, (Cont'd.)

.3 Addresses and Telephone Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing.

- .4 Special Types of Additional Listings
  - (a) Duplicate Listings

Duplicate listings (i.e., listings of nicknames, abbreviated names) are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

- **(b)** Cross-Reference Listings
  - **I.** Cross-reference listings cover:
    - \$ Names which are commonly spelled in more than one way
    - \$ Names of formerly existing business which have been superseded by that of the customer
    - \$ Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directly or for advertising purposes.
  - **II.** Cross-reference listings consist of a name, a reference to the primary listing, and, if desire, a telephone number.

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#### 5.11 Directory Listing Service, (Cont'd.)

# 5.11.2 Listings, (Cont'd.)

#### B. Additional Listings, (Cont'd.)

- .4 Special Types of Additional Listings, (Cont'd.)
  - (c) Alternate Listings

Listings which refer calling persons to another telephone number at night and on Sundays and holidays, or in case no answer is received on a the call to the primary number.

(d) Foreign Listings

Listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the directory

# C. Nonpublished Service

- .1 Upon receipt of an authorization signed by the customer, in a form satisfactory to the Company, the name of that customer and the telephone number assigned to the service furnished to him will be omitted or deleted from the Company's telephone directories and his telephone number will be omitted or deleted from the Company's information records, subject to the provisions set forth below.
- .2 The Company will endeavor to prevent the disclosure of the telephone number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:
  - (a) Where the non-published service customer calls the enhanced universal emergency telephone number (i.e., 911) to the extent that the originating telephone number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.

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#### 5.11 Directory Listing Service, (Cont'd.)

#### 5.11.2 Listings, (Cont'd.)

#### C. Non-published Service, (Cont'd.)

#### .2 (Cont'd.)

- (b) Where the non-published service customer calls the telephone number of a customer subscribing to Caller ID, without using the Caller Identification Blocking as described in Section 5.5 of this tariff, to the extent that the originating telephone number is displayed on a Caller ID display device.
- (c) Where the non-published service customer is called back by a customer who subscribes to and uses Return Call to return the call to the extent that the originating telephone number is displayed within the call detail section of the Call Return subscriber's billing statement.
- (d) Where the non-published service customer calls another customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party telephone number and further information referred to the local law enforcement agency.

#### D. Nonlisted Service

.1 Upon receipt of an authorization signed by the customer, in a form satisfactory to the company, non-listed service will be provided by the Company. With non-listed service the customer listing is omitted or deleted from the Company's directories, however, these listings are contained in information records and will be furnished upon request of the calling party.

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.11 Directory Listing Service, (Cont'd.)

# **5.11.3** Rates and Charges

	Nonrecurring Charge	Per Month
	Min.	Max.
		Min. Max.
Primary Listings		
		\$0.00
		\$0.00
		\$0.00 \$0.00
		ψ0.00
Additional Listings		
Business, each		¢0.00
		\$0.00 \$20.00
		\$0.50
<b>.</b>		\$10.00
Residence, each		\$0.00 \$20.00
		\$0.50 \$10.00
		φο <b>ιο</b> σ φ1οιοσ
Non-listed Service		
Business		\$5.00
		\$20.00
		\$0.50
Residence		\$10.00
Residence		\$5.00
		\$20.00
		\$0.50
		¢10.00
		\$10.00
Non-published Service		
Business		
		\$5.00
		\$20.00

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				\$0.50
Residence				\$10.00
Residence				\$5.00
				\$20.00
				\$0.50
				\$10.00
Foreign Listings				
Business	\$0.00	\$20.00	\$0.50	\$10.00
Residence	\$0.00	\$20.00	\$0.50	\$10.00

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# 5.12 Intercept Referral Service

#### **5.12.1** General

Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers or address. Intercept service is offered for a period of three months. Intercept Referral Extension Service is available to business customers for a maximum of nine months following the initial period of regular intercept referral service. Service is available subject to the availability of facilities. There is no charge for the initial 3 months of service. Extension service is available to business Customers for a maximum of nine months at the rates listed below.

#### **5.12.2** Rates

	<u>Business</u>		Residentia	
	Min.	Max.		
Subsequent 9 months, per month	\$3.00		\$12.00	n/a

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### **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### **5.13** Toll Restriction Service

#### **5.13.1** General

Toll restriction is a service arrangement whereby calls dialed over an individual residence or non-residence exchange service to other than the local service area are restricted and the calling person receives an announcement.

Toll restriction will be provided, where facilities permit, subject to the following:

- **A.** Toll restriction will not allow 1+, 0+, 0-, 10-10-XXX, 900 service code, or 700 code toll calls.
- **B.** Toll restricted services will not have dial access to Company operators, except for Directory Assistance.
- C. Toll restriction does not provide restriction of 411 calls, or nonchargeable calls to numbers such as public emergency service 911, or 950 calls. Calls to 800 service will be permitted only from residence service.

The Company shall not be liable to the customer or any other person or entity for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any on toll free number for any purpose.

#### **5.13.2** Rates

	Residence		Business	
	Min.	Max.	Min.	Max.
Nonrecurring charge, per service	\$6.00	\$24.00	\$15.00	\$60.00
Monthly, per service	\$3.00	\$12.00	\$32.00	\$130.00

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### SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

#### **5.14** Optional Calling Features

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

### **5.14.1** Feature Descriptions

Return Call: Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

<u>Call Trace</u>: Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

<u>Repeat Dialing:</u> Permits the Customer to redial automatically the last number dialed.

<u>Caller Identification Blocking</u>: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

<u>Per Call Blocking</u>: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

<u>Per Line Blocking</u>: When blocking is established on the line it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

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# 5.14 Optional Calling Features, (Cont'd.)

#### **5.14.2** Rates

	Resid	lential	Business	
FEATURE	Minimum	Maximum	Minimum	Maximum
Call Tracing - per successful activation	\$1.25	\$7.00	\$1.25	\$7.00
Repeat Call - per use	\$0.35	\$1.50	\$0.35	\$1.50
Return Call - per use	\$0.35	\$1.50	\$0.35	\$1.50
Caller Identification Blocking, per call	No charge	\$1.50	No charge	\$1.50
Caller Identification Blocking, per line*	*	*	*	*
Nonrecurring charge	\$8.00	\$35.00	\$10.00	\$40.00
Monthly	\$0.00	\$2.00	\$0.00	\$2.00

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<sup>\*</sup> Per Line Caller Identification Blocking will be provided at no charge to Customers with nonpublished telephone numbers and to qualified social service agencies, law enforcement organizations and their certified employees and volunteers and to customer-owned coin operated telephone (COCOT) customers.

### **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.15 Remote Call Forwarding

#### 5.15.1 Description

Remote Call Forwarding is a telecommunications network service that utilizes a telephone number and electronic switching system central office facilities to automatically forward all incoming calls. A call dialed to the Remote Call Forwarding number is forwarded to the remote telephone number.

### 5.15.2 Regulations

- **A**. Remote Call Forwarding is offered subject to the availability of suitable facilities.
- **B.** A Remote Call Forwarding arrangement includes the equipment necessary to forward one telephone call to a forwarded-to telephone number.
  - **C.** Remote Call Forwarding calls may be forwarded to branch exchange (PBX) trunks, Centrex Service, Toll Free Service and individual line service, excluding Pay Telephone Network Lines and Service for Customerprovided Coin and Credit Card Operated Telephones. A Centrex Service may not be used as a Remote Call Forwarding originating number.
  - **D.** Remote Call Forwarding is provided on the condition that the Customer subscribe to sufficiently Remote Call Forwarding arrangements and remote telephone numbers to adequately handle calls to the Remote Call Forwarding customer without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional Remote Call Forwarding arrangements or remote telephone numbers are required, the customer will be responsible for subscribing to such additional Remote Call Forwarding arrangements or remote telephone numbers. In the event the customer refuses to subscribe to such additional Remote Call Forwarding arrangements or remote telephone numbers, such customer's Remote Call Forwarding service shall be subject to termination.
- Where additional remote call telephone numbers are requested by the Customer required by the Company for association with the same Remote Call Forwarding number, such additional remote telephone numbers must be of the class and grade of service, and on the same premises, as the first remote telephone number.
- **F.** Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.

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### **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

# 5.15 Remote Call Forwarding, (cont'd)

#### 5.15.2 Regulations, (cont'd.)

- **G.** The Custom Calling Service Call Forwarding feature is not offered for use with the remote station of Remote Call Forwarding.
- **H.** The Company will not provide identification of the originating telephone number to the Remote Call Forwarding Customer.
- **I.** The classification of residence or business service for Remote Call Forwarding arrangements is determined by the class of the forwarded-to telephone number.
- J. Charges for calls from the originating service to a Remote Call Forwarding telephone number are the responsibility of the originating service, unless such calls are accepted as collect at the remote telephone number. Charges as specified in 5.14.3 below for the forwarding of calls from the Remote Call Forwarding number to the remote telephone number are the responsibility of the Remote Call Forwarding Customer.
- **K.** For any collect calls placed to the Remote Call Forwarding number, charges apply as specified in 5.14.3 below, for calls forwarded, regardless of whether or not such calls are accepted as collect at the terminating telephone number.

#### **5.15.3** Rates

#### .1 Minimum Rates

Non -	Month				
Recurring	to				
Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$4.75	\$8.63	\$8.13	\$7.63	\$7.38	\$6.50

#### .2 Maximum Rates

Non -	Month				
Recurring	to				
Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$19.00	\$34.50	\$32.50	\$30.50	\$29.50	\$26.00

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# **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.16 **Uniform Call Distribution**

#### **5.16.1** Description

Uniform Call Distribution Service provides for the uniform distribution of incoming calls in order of their arrival, to specified telephone lines.

# 5.16.2. Regulations

Uniform Call Distribution Service is offered for use with all types of telephone lines excluding lines of Centrex services, provided such telephone lines are arranged in a common multilane hunting group and served from compatible electronic type switching equipment.

#### **5.16.3** Rates

#### A. **Minimum Rates**

	Non -		Month				
	Recurring		to				
	Charges		Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
	\$75.00	\$ 5.00	\$5.00	\$ 5.00	\$5.00	\$5.00	
<b>Announcement Circuits</b>			\$1.00				
Queue slots (ea.)			\$1.00				

#### **Maximum Rates** В.

	Non - Recurring	Month to	1 37	2.37	2.14	~ <b>X</b>
	Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Announcement Circuits Queue slots (ea.)	\$300.00	\$20.00 \$10.00 \$8.00	\$20.00	\$20.00	\$20.00	\$20.00

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# 5.17 Break Hunt/Stop Hunt Arrangement

#### **5.17.1** Description

Break Hunt/Stop Hunt Arrangements are furnished to enable Customers to stop switching equipment from hunting beyond a designated line in an incoming rotary line group utilizing a control arrangement on the Customer's premises and a control channel between the network interface and the associated switching equipment located on the Company's premises.

# 5.17.2 Regulations

Break Hunt/Stop Hunt Arrangements are furnished only in connection with PBX trunks, individual lines, and Centrex lines which are grouped together for incoming service. Customer is responsible for activation and deactivation of this service feature.

#### **5.17.3** Rates

#### .1 Minimum Rates

Non -	Month				
Recurring	to				
Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$5.25	\$22.13	\$20.88	\$19.63	\$19.13	\$18.63

#### .2 Maximum Rates

Non -	Month				
Recurring	to				
Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$21.00	\$88.50	\$83.50	\$78.50	\$76.50	\$74.50

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#### SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

#### 5.18 Ring Down Circuits

#### 5.18.1 Description

A Ring Down Circuit is an originating only telephone line placed by a subscriber in a foreign location so as to be utilized by a service type of customer. When subscriber provided equipment transmits an off hook indication to the Company's switching equipment, said switching equipment, via software, applies ringing to the subscriber's predetermined terminating number.

#### 5.18.2 Regulations

Ring Down Circuits will be available to on-net customers only, and the customer must provide equipment that is capable of transmitting a signal to the Company's switching equipment.

Ring Down Circuits may be utilized for intra-state local calls, but toll charges will apply for transmissions not in the local calling area.

Customer will be responsible for two (2) access lines, either both dedicated or through an arrangement where one (1) access line could be an existing Basic Business line that would allow for originating and terminating service.

### **5.18.3** Rates - Dedicated (Originating and Terminating)

### A. Minimum Rates

Non -	Month				
Recurring	to				
Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$17.00	\$52.25	\$50.00	\$46.75	\$45.10	\$44.00

#### **B.** Maximum Rates

Non -	Month				
Recurring	to				
Charges	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$68.00	\$209.00	\$198.00	\$187.00	\$180.40	\$176.00

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\$104.50

#### 5.18 **Ring Down Circuits**

B.

### 5.18.4 Rates - Dedicated

#### **Minimum Rates** A.

\$34.00

Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$8.00	\$26.00	\$24.75	\$23.40	\$22.55	\$22.00
Maximum Rates					
Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.

\$99.00

\$93.50

\$92.20

\$88.00

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### **SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 5.19 **Distinctive Ring Service**

### 5.19.1 Description

Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

### **5.19.2** Rates

#### .1 **Minimum Rates**

Non -	Month				
Recurring	to				
Changes	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50

#### .2 **Maximum Rates**

Non -		Month				
Recurrin	ıg	to				
Changes	l.	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
	\$10.00		\$10	.50	\$10.50	\$10.50
\$10.50	\$10.50					

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### **SECTION 6.0 - CENTREX SERVICES**

### 6.1 NetServe Centrex

## 6.1.1 Description

NetServe Centrex is a Centrex service that provides the Customer with multiple individual voice upgrade telephone communications channels, each of which can be used to place or receive one call at a time. Custom Exchange Service Station Lines are provided for connection of Centrex-compatible, Customer-provided station sets to the public switched telecommunications network.

NetServe Centrex is furnished subject to the availability of facilities.

### **6.1.2** General Regulations

**A.** NetServe Centrex is provided in combination with other Company-provided services.

### **B.** Station Line Charges

NetServe Centrex Station Lines are charged on a monthly basis.

### C. Usage Charges

Measured service rates in Section 5 apply.

**D.** Service includes Touch Tone capability.

## E. Pay-Per-Call Service Blocking

FiberNet Basic Exchange Service cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Order.

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### **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

### 6.1 NetServe Centrex, (Cont'd.)

### **6.1.3** System Features

### A. Standard System Features

The following call processing features are standard in NetServe Centrex and are provided under control of the common equipment of the central office switching system.

<u>Touch Tone:</u> Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

<u>Full Network Access (Squared System):</u> There is no pre-defined limit on the number of exchange access or intercom calls active at any one time.

<u>Direct Inward Dialing:</u> Arrangement which allows an incoming call to reach a CES station without attendant assistance.

<u>Individual Dialing Plan:</u> Provides the ability to interpret dialed digits according to Customer specific dialing sequences.

<u>Intercom Dialing:</u> Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

### Full, Semi, Un-restricted Stations

Fully Restricted: Allows only station-to-station (intercom) calling

capabilities.

Semi-Restricted: Allows access to the exchange network only for local

calling.

Unrestricted: Allows access to the exchange network, the toll

network or any service accessible by dialing.

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<u>Access Treatment Screening:</u> Stations can be individually allowed or disallowed access to system features.

<u>Attendant Capabilities</u>: <u>Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.</u>

<u>Centralized Attendant Services:</u> For multi-location customers, the attendants can be located in only one location.

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### **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

### 6.1 NetServe Centrex, (Cont'd.)

### 6.1.3 System Features, (Cont'd.)

### A. Standard System Features, (Cont'd.)

<u>Flexible Night Service:</u> Provides the ability to forward each listed directory number to a unique customer changeable night directory number.

<u>Call Forward:</u> Allows a station line to have incoming calls forwarded to another line within the system or to telephone numbers outside the system.

<u>Call Forward Busy:</u> Allows for the automatic routing of incoming calls to a preselected station line when the called station line is busy.

<u>Call Forward No Answer:</u> Allows for the automatic routing of incoming calls to a preselected station line when the called telephone does not answer within a predetermined number of rings.

<u>Call Waiting/Cancel Call Waiting:</u> Provides a tone signal to indicate to a user already engaged in a telephone call that a second caller is attempting to dial in. Cancel Call Waiting allows for disabling of Call Waiting for the duration of an outgoing telephone call.

<u>3-Way Conference Calling:</u> Allows the station user to place an existing call on hold and dial the telephone number of a third-party, and then connect all parties.

<u>Speed Dial 8</u>: Allows a user to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

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### **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

### 6.1 NetServe Centrex, (Cont'd.)

### 6.1.3 System Features, (Cont'd.)

### B. Centrex Value Package

<u>Ultra Call Forward:</u> Combines call forwarding with remote access capability.

<u>System Speed Calling (30):</u> Allows a user to dial a two-digit code to originate a call to any of 30 programmed telephone numbers.

Auto Recall: Automatically redials the last incoming call.

<u>Individual Access Screening:</u> Each station is assigned its own access treatment code for call screening.

<u>Auto Call Back:</u> Allows a Centrex station user who encounters a busy condition when calling another station to be automatically notified (called back) when the station becomes idle.

<u>Caller ID with Name:</u> Provides the station user with the telephone number of the calling party before answering the phone.

<u>Call Trace:</u> Allows the station user to dial a code to automatically request a record of the caller's origination telephone number, the date and time of the call. The information is disclosed only to a law enforcement agency for investigation purposes.

### C. Centrex Premium Bundle

<u>Selective Call Acceptance:</u> Allows the Customer to create a list of telephone numbers from which the Customer is willing to accept calls. List parameter is 31.

<u>Selective Call Rejection:</u> Allows the Customer to create a list of telephone numbers from which the Customer does not wish to receive calls. Calls from telephone numbers on the Customer's list are sent to an announcement that informs the caller that the Customer is not receiving calls at this time. List parameter is 16.

<u>Select Forward:</u> Allows the Customer to create a list of "selected" telephone numbers that the Customer wants to be forwarded to another number. Calls from the telephone numbers on the Customer's list will be forwarded to the number the Customer has designated. List parameter is 16.

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Selective Distinctive Ring: Differentiates incoming calls by signaling the

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### **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

### 6.1 NetServe Centrex, (Cont'd)

### **6.1.4** Off Premise Extension

Off-Premises Extension (OPX) Service provides a Business Customer with a telephone located in a different office or building from the main telephone system. The OPX is connected to the main system via a dedicated line. All capabilities of the main system are available on the OPX.

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# **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

# 6.1 NetServe Centrex, (Cont'd.)

### **6.1.5** Minimum Rates

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Standard System	O					
Measured Service	\$8.00	\$12.00	\$11.00	\$11.00	\$10.00	\$10.00
Includes:						
Touch Tone						
Full Network Access						
Direct Inward Dialing						
Individual Dialing Plan						
Intercom Dialing						
Full, Semi, Un-Restricted						
Stations						
Access Treatment Screening						
Attendant Capabilities						
Centralized Attendant Services						
Flexible Night Service						
Call Forward Pugg						
Call Forward Busy Call Forward No Answer						
Call Waiting/Cancel Call						
Waiting						
3 Way Conference Calling						
Speed Dial 8						
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B		\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
C		\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
D		\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Б		,	,	,	,	,
Off Premise Extension						
Measured	\$8.50	\$11.95	\$11.05	\$10.25	\$11.05	\$8.00
Flat	\$8.50	\$26.13	\$24.75	\$23.38	\$\$22.55	\$22.00
2 2007	45.00	\$ <b>20.1</b> 5	¥ <b>2</b> , S	\$ <b>20.</b> 00	ΨΨ22.00	\$ <b>22.</b> 00

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# **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

# 6.1 NetServe Centrex, (Cont'd.)

# 6.1.5 Minimum Rates, (Cont'd.)

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Centrex Value Package Includes: Ultra Call Forward System Speed Calling (30) Auto Recall Individual Access Screening Auto Call Back Caller ID with Name Call Trace	J	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
One Feature		\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Centrex Premium Bundle Includes: Selective Call Acceptance Selective Call Rejection Selective Call Forward Selective Distinctive Ring		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
One Feature		\$1.50	\$1.50	\$1.50	\$1.50	\$1.50

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<sup>\*</sup>Access areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

# **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

# 6.1 NetServe Centrex, (Cont'd.)

### **6.1.6 Maximum Rates**

	Non- Recurring	Month To	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Standard System	Charge	Month				
Standard System	Φ <b>25</b> 00	Φ.Σ.Ο. Ο.Ο.	Φ40.00	Φ.4. <b>7</b> .00	<b>64400</b>	ф. <b>12</b> .00
Measured Service	\$35.00	\$50.00	\$48.00	\$45.00	\$44.00	\$43.00
Includes:						
Touch Tone						
Full Network Access						
Direct Inward Dialing						
Individual Dialing Plan						
Intercom Dialing						
Full, Semi, Un-Restricted						
Stations						
Access Treatment Screening						
Attendant Capabilities						
Centralized Attendant Services						
Flexible Night Service						
Call Forward						
Call Forward Busy						
Call Forward No Answer						
Call Waiting/Cancel Call						
Waiting						
3 Way Conference Calling						
Speed Dial 8						
Per Minute Rate						
Access Areas:* A		\$0.005	\$0.005	\$0.005	\$0.005	\$0.005
В		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
С		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
D		\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Off Premise Extension						
Measured	\$17.00	\$23.00	\$23.00	\$20.50	\$20.00	\$16.00
Flat	\$17.00	\$53.00	\$54.00	\$54.00	\$54.00	\$54.00
			•			, •

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# **SECTION 6.0 - CENTREX SERVICES, (CONT'D.)**

# 6.1 NetServe Centrex, (Cont'd.)

# 6.1.6 Maximum Rates, (Cont'd.)

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Centrex Value Package		\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Includes:						
Ultra Call Forward						
System Speed Calling (30)						
Auto Recall						
Individual Access Screening Auto Call Back						
Caller ID with Name						
Call Trace						
One Feature		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Centrex Premium Bundle		\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Includes:						
Selective Call Acceptance						
Selective Call Rejection						
Selective Call Forward						
Selective Distinctive Ring		Φ < 00	<b></b>	<b></b>	<b></b>	<b></b>
One Feature		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00

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#### **SECTION 7.0 – TOLL SERVICES**

### 7.1 General

Intrastate toll service is available only to Customer's of the Company's local exchange services as described in Section 4 of this tariff.

### 7.2 Flat Rate Outbound Service

Flat Rate Outbound Service is a direct dial outbound service. Rates are not time-of-day or distance sensitive. Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

	Rate Per	Minute
	<u>Minimum</u>	<u>Maximum</u>
Through facilities-based local exchange service	\$0.01	\$0.15

#### 7.3 Flat Rate Inbound Service

Flat Rate Switched Toll Free service is an inbound calling service (e.g.,: 800/888/877). Calls are billed in six (6) second increments with an initial period for billing purposes of six (6) seconds. Rates are not time-of-day or distance sensitive. Calls originate from any intrastate location over a toll free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller.

	Rate Per	Minute
	<b>Minimum</b>	<b>Maximum</b>
Through facilities-based local exchange service	\$0.01	\$0.15

#### 7.4 Travel Card Service

Travel Card Service is available to Customers for placing calls while away from home or office. Calls personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

	<u>Minimum</u>	<u>Maximum</u>
Rate per minute:	\$0.10	\$0.50

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#### **SECTION 7.0 – TOLL SERVICES**

### 7.5 Flat Rate Dedicated Outbound Service

Flat Rate Dedicated Outbound Service is an Intrastate service designed primarily for business customers. Calls are billed in six (6) second increments with a six (6) second minimum billing period. Calls originate from Customer-provided dedicated access lines.

### 7.6 Flat Rate Dedicated Inbound Service

Flat Rate Dedicated Inbound Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free telephone number (e.g., 800.888) and terminate to a customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

Per Minute Rate Minimum Maximum \$0.01 \$0.15

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### **SECTION 8.0 - PRIVATE LINE SERVICES**

### 8.1 General

The Company provides Private Line Service to Customers with transmission speeds ranging from 64Kbps to 274.176 Mbps. Private Line Services are offered on a point-to-point basis. Each Private line Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

### **8.2** Application of Rates

### 8.2.1 Recurring Charges

Recurring charges for Private Line Services vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the service description, Private Line Service recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies which varies by circuit bandwidth.

### **8.2.2** Nonrecurring Charges

Non-Recurring Charges are one-time only charges and may be waived for certain promotions and under the specific terms of individually negotiated contract services.

### 8.3 Pass-Through Charges

All charges incurred by the Company on the Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Provider will be directly passed on to the Customer. Cross-connect Charges apply to Company facilities that are connected by the Company to other carriers or Customer interconnect/collation facility within the same Point of Presence.

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### **SECTION 8.0 - PRIVATE LINE SERVICES, (CONT'D.)**

### 8.4 Service Descriptions

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

### **8.4.1 DS0** Service

DS0 Service is a dedicated digital channel with line speeds of 64 Kbps.

### 8.4.2 1.544 Service (DS1)

1.544 Service, also known as DS1 Service, is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

### 8.4.3 3.152 Service

3.152 Service is a dedicated high capacity channel with a line speed of 3.152 Mbps.

### 8.4.4 6.132 Service

6.132 Service is a dedicated high capacity channel with a line speed of 6.132 Mbps.

### 8.4.5 44.736 Service (DS3)

44.736 Service, also known as DS3 Service, is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 voice Grade Services at 56/64 Kbps.

### 8.4.6 274.176 Service

274.176 Service is a dedicated high capacity channel with a line speed of 274.176

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FiberNet of Ohio, LLC

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Mbps.

### **SECTION 9.0 - DIGITAL SERVICES**

[Reserved for Future Use]

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### **SECTION 10.0 - PUBLIC TELEPHONE SERVICES**

[Reserved for Future Use]

Issued: December 1, 2000 Effective: February 1, 2001

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### **SECTION 11.0 - PROMOTIONAL OFFERINGS**

### 11.1 Special Promotions

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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### **SECTION 12.0 - SPECIAL ARRANGEMENTS**

### 12.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Docketing Division of the Commission for approval.

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### **SECTION 13.0 - CURRENT PRICE LIST**

### 13.1 Access Services

# 13.1.1 Service Order Charges

Customer Requested Due Date Change	\$50.00
Customer Requested Expedite	\$50.00
Cancellation (after 3 business days from order placement)	\$50.00
Design Change, DS0/DS1	\$50.00
Design Change, DS3	\$50.00

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.1 Access Services, (Cont'd.)

### 13.1.2 Dedicated Access

Α.	DS-1
7 <b>3</b> •	

	Non-Recurring	Recurring
	Rate	Rate
Per-Channel Termination		
First Circuit	ICB	ICB
Additional Circuits	ICB	ICB
Fixed mileage	ICB	ICB
Per-Mile Charge	ICB	ICB
Outside Service Zone Termination	I CID	1CD
Surcharge	ICB	ICB

# **B.** DS-3

	Non-Recurring Rate	Recurring Rate
Per-Channel Termination		
First Circuit	ICB	ICB
Additional Circuits	ICB	ICB
Fixed mileage	ICB	ICB
Per-Mile Charge	ICB	ICB
Outside Service Zone Termination Surcharge	ICB	ICB

### 13.1.3 Switched Access

Originating	Rate Per Minute \$0.0550
Terminating	\$0.0550

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### **SECTION 13.0 - CURRENT PRICE LIST**

### 13.2 Basic Services and Rates

# 13.2.1 Service Order and Change Charges

	Residence	Ducinass
Service Ordering Charge, per location, per occasion		Business
Simple		\$17.65 \$25.50
Complex		\$17.65 \$15.85
Central Office Connection Charge, per termination Simple		
-		\$8.25 \$13.00
Complex		\$8.25 \$17.00
Line Connection Charge,* per termination		
Simple		\$10.60 \$24.35
Complex		\$10.60 \$16.50
Telephone Number Changes Simple		
Complex		\$31.15 \$31.15
-		\$28.85 \$41.55
Class of Service Change Residence to Business		

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Simple

Case No. 00 -

\$31.15

n/a

Complex

\$17.90

n/a

Business to Residence Simple

n/a

Effective: February 1, 2001

\$31.15

Complex

n/a

\$41.55

Network Wiring Charge

First 15 min. or fraction thereof \$25.00 \$25.00 Each add'l. 15 min. or fraction thereof \$10.00 \$10.00

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

## 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.2 Dishonored Check Charge

Per check not honored: \$20.00

### 13.2.3 Restoration of Service

		Residence	<u>Business</u>
but prior to	er temporary denial, completion of continue service		
	Simple		
			\$32.30
	Complex		\$32.30
Complex		\$26.55	
			\$26.55
Restoration aft	er temporary		
suspension			
	Simple		\$33.55
	Complex		\$33.55
Complex		\$62.30	
			\$75.85

# 13.2.4 Temporary Suspension/Restoration of Service

	Residence	
Restoration after temporary interception		Business
Simple		
1		\$33.55
		\$33.55

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\$62.50

\$87.70

# 13.2.5 Public Telephone Surcharge

Rate Per Call:

\$0.25

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.2 Basic Services and Rates, (Cont'd.)

### 13.2.6 Basic Business Services

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>NetServe Business Line</b>						
Measured Rate	\$17.00	\$23.30	\$22.05	\$20.80	\$20.10	\$19.80
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
C		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
D		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Flat Rate	\$17.00	\$57.00	\$54.00	\$51.00	\$49.20	\$48.50
Off Premise Extension						
Measured	\$17.00	\$23.00	\$22.05	\$20.80	\$20.10	\$19.00
Flat	\$17.00	\$52.25	\$49.50	\$46.75	\$45.10	\$44.00
Business Line Value Pkg. Call Forward Call Forwarding Busy Call Forwarding Don't Answer Three-Way Calling Call Waiting Speed Calling (8) One Feature		\$4.45 \$2.00	\$4.35 \$2.00	\$4.25 \$2.00	\$4.15 \$2.00	\$3.75 \$2.00
Security Package		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Caller ID with Name Ultra Call Forward Call Trace Priority Call Call Block One Feature						
One realure		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

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Steven Hamula, Esquire Director of Regulatory Affairs FiberNet of Ohio, LLC

Charleston, WV 25301

Issued by:

<sup>\*</sup>Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.6 Basic Business Services, (Cont'd.)

	Non - Recurring	Month to				
	Changes	Month	1 Yr.	2 Yr	3 Yr.	5 Yr.
NetServe PBX Trunk						
Flat Rate	\$17.00	\$66.50	\$63.00	\$59.50	\$57.40	\$56.50
Security Package Caller ID with Name Ultra Call Forward Call Trace Priority Call Call Block		\$7.00	\$7.00	\$ 7.00	\$7.00	\$7.00
NetServe DID Trunk						
Standard Measured	\$17.00	\$23.30	\$22.05	\$20.80	\$20.10	\$19.80
Per Minute Rate						
Access Areas:*A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
C		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
D		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
DID Group of 20	\$5.00	\$10.00	\$10.00	\$10.00	\$1000	\$10.00
DID Group of 50	\$5.00	\$15.00	\$15.00	\$1500	\$1.00	\$1500
DID Group of 100	\$5.00	\$25.00	\$25.00	\$25.00	\$2.00	\$25.00
Netflex T-1 Service With DID						
Measured Service	\$500.00	\$640.00	\$610.00	\$560.00	\$545.00	\$520.00
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
C		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
D		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
DID Group of 20	\$5.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
DID Group of 50	\$5.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
DID Group of 100	\$5.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

<sup>\*</sup>Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.6 Basic Business Services, (Cont'd.)

	Non -	Month				
	Recurring	to				
	Changes	Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Netflex PRI						
Measured Service	\$500.00	\$700.00	\$675.00	\$650.00	\$625.00	\$575.00
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
C		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
D		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
DID Group of 20	\$ 5.00	\$10.00	10.00	\$10.00	\$10.00	\$10.00
DID Group of 50	\$ 5.00	\$15.00	\$ 15.00	\$15.00	\$15.00	\$15.00
DID Group of 100	\$ 5.00	\$25.00	\$ 25.00	\$25.00	\$25.00	\$25.00
Caller ID with Name		\$95.00	\$90.00	\$85.00	\$80.00	\$80.00
Netflex BRI						
Measured Service		\$44.00	\$44.00	\$44.00	\$44.00	\$44.00
Flat Rate Service		\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Integrated T-1						
Measured Service	\$500.00	n/a	\$585.00	\$555.00	\$535.00	\$500.00
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
C		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
D		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

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<sup>\*</sup> Access Areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

\$0.95

# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

### 13.2 Basic Services and Rates, (Cont'd.)

### 13.2.7 Directory Assistance Services

## **Basic Directory Assistance**

Local Directory Assistance Direct dialed

\$0.30 Via operator

\$0.45

**Directory Assistance Call Completion** 

Per completed call \$0.25

**National Directory Assistance** 

Direct dialed

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Charleston, WV 25301

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

## 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.8 Operator Service

### **Local and IntraLATA Per Call Service Charges:**

Customer Dialed Calling Card - Automated	\$0.60
Operator Assisted Calling Card	\$1.75
Operator Station Collect	\$2.00
Third Party Billed	\$1.75
Person-to-Person	\$4.00

### **InterLATA Rates**

### **Usage Rates**

Per Minute:

\$0.36

### **Per Call Service Charges**

Customer Dialed Calling Card Station	\$1.70
Operator Dialed Calling Card Station	\$2.50
Collect	\$2.50
Third Party Billed	\$2.50
Person to Person	\$4.80

# 13.2.9 Busy Line Verification and Line Interrupt Service

	Residence	Business
Busy Line Verification, per request	\$0.90	\$0.90
Verification with Line Interruption	\$1.40	\$1.40

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.10 Directory Listing Service

Daimana I istin sa	Nonrecurring Charge	Per Month
Primary Listings		\$0.00
		\$0.00
Additional Listings Business, each		
Business, each		\$0.00
Residence, each		\$2.35
Residence, each		\$0.00
		\$0.90
Nonlisted Service Business		
Business		\$9.80
Residence		\$1.39
Residence		\$9.80
		\$1.39
Nonpublished Service Business		
Business		\$9.80
Residence		\$2.22
Residence		\$9.80
		ψ2.60
		\$2.22
Foreign Listing		Busines

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Director of Regulatory Affairs FiberNet of Ohio, LLC

\$0.00

\$1.50 Residen

ce

Effective: February 1, 2001

\$0.00

\$1.50

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### **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

### 13.2 Basic Services and Rates, (Cont'd.)

### 13.2.11 Intercept Referral Service

Subsequent 9 months, per month Business \$6.00

### 13.2.12 Toll Restriction Service

Nonrecurring charge, per service

Monthly, per service

Residence Business
\$12.00 \$29.40

\$5.95 \$64.60

# 13.2.13 Optional Calling Features

FEATURE	Residential	Business
Call Tracing - per successful activation	\$ 3.50	\$ 3.50
Repeat Call - per use	\$ 0.75	\$ 0.75
Return Call - per use	\$ 0.75	\$ 0.75
Caller Identification Blocking, per call	No charge	No charge
Caller Identification Blocking, per line*		
Nonrecurring charge	\$16.00	\$20.00
Monthly	\$ 1.00	\$ 1.00

<sup>\*</sup> Per Line Caller Identification Blocking will be provided at no charge to Customers with nonpublished telephone numbers and to qualified social service agencies, law enforcement organizations and their certified employees and volunteers and to customer-owned coin operated telephone (COCOT) customers.

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.14 Optional Services:

### .1 Remote Call Forwarding

Non- Recurring Charge		1 Yr.	2 Yr.	3 Yr.	5 Yr.
\$9.50	\$17.25	16.25	15.25	14.75	13.00

### .2 Uniform Call Distribution

	Non- Recurring Charge	Month To Month
Uniform Call Distribution Installation	\$250.00	\$10.00
Announcement Circuits Queue slots (ea. queue slot)	\$250.00	\$5.00 \$4.00

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

#### 13.2 Basic Services and Rates, (Cont'd.)

#### 13.2.14 **Optional Services (cont'd):**

#### .4 **Announcement Circuits:**

Non-	Month				
Recurring	To	1 Yr.	2 Yr.	3 Yr.	5 Yr
Charge	Month				
\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00

#### .5 **Ring Down Circuits:**

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
(Originating and terminating)	\$34.00	\$104.50	\$99.0 0	\$93.50	\$90.20	\$88.00
<b>Dedicated (Originating Only)</b>	\$17.00	\$52.25	\$49.5 0	\$46.75	45.10	\$44.00

#### .6 **Distinctive Ringing Service:**

Non-	Month				
Recurring	To	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Charge	Month				
\$5.00	\$5.20	\$5.20	\$5.20	\$5.20	\$5.20

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

# 13.2 Basic Services and Rates, (Cont'd.)

# 13.2.14 Optional Services (cont'd):

### .7 Break Hunt / Stop Hunt:

Non- Recurring		1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Charge</b> \$10.50	<b>Month</b> \$44.25	\$41.7 5	\$39.25	\$38.25	\$37.25

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# **SECTION 13.0 - CURRENT PRICE LIST, (CONT'D.)**

### 13.3 Centrex Services

### 13.3.1 NetServe Centrex

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Standard System						
Measured Service	\$17.00	\$24.65	\$23.36	\$22.08	\$21.30	\$20.95
Includes:						
Touch Tone						
Full Network Access						
Direct Inward Dialing						
Individual Dialing Plan						
Intercom Dialing						
Full, Semi, Un-Restricted						
Stations						
Access Treatment Screening						
Attendant Capabilities						
Centralized Attendant Services						
Flexible Night Service						
Call Forward						
Call Forward Busy						
Call Forward No Answer						
Call Waiting/Cancel Call						
Waiting						
3 Way Conference Calling						
Speed Dial 8						
Per Minute Rate						
Access Areas:* A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
В		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
C		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
D		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Off Premise Extension						
Measured	\$17.00	\$23.00	\$22.05	\$20.80	\$20.10	\$19.00
Flat	\$17.00	\$52.25	\$49.50	\$46.75	\$45.10	\$44.00

<sup>\*</sup>Access areas are mirrored by those filed in the tariff of Ameritech Ohio P.U.C.O. No. 20.

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# 13.3 Centrex Services, (Cont'd.)

## 13.3.1 NetServe Centrex, (Cont'd.)

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Centrex Value Package		\$13.15	\$13.15	\$13.15	\$13.15	\$13.15
Includes:						
Ultra Call Forward						
System Speed Calling (30)						
Auto Recall						
Individual Access Screening Auto Call Back						
Caller ID with Name						
Call Trace						
One Feature		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Centrex Premium Bundle		\$9.35	\$9.35	\$9.35	\$9.35	\$9.35
Includes:						
Selective Call Acceptance						
Selective Call Rejection						
Selective Call Forward						
Selective Distinctive Ring		¢2.00	¢2.00	¢2.00	¢2.00	¢2.00
One Feature		\$3.00	\$3.00	\$3.00	\$3.00	\$3.00

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#### 13.4 Toll Services

#### 13.4.1 Flat Rate Outbound Service

Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

Rate Per Minute

Through facilities-based local exchange service

\$0.085

### 13.4.2 Flat Rate Inbound Service

Calls are billed in six (6) second increments with an initial period for billing purposes of six (6) seconds.

Rate Per Minute

Through facilities-based local exchange service

\$0.085

### 13.4.3 Travel Card Service

Rate per minute:

\$0.25

### 13.4.4 Flat Rate Dedicated Outbound Service

Calls are billed in six (6) second increments with a six (6) second minimum billing period. Calls originate from Customer-provided dedicated access lines.

Per Minute Rate

\$0.085

### 13.4.5 Flat Rate Dedicated Inbound Service

Calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

Per Minute Rate

\$0.085

Effective: February 1, 2001

Issued: December 1, 2000

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Steven Hamula, Esquire Director of Regulatory Affairs

FiberNet of Ohio, LLC Charleston, WV 25301

### 13.5 Private Line Services

[Reserved for Future Use]

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## 13.6 Digital Services

[Reserved for Future Use]

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# 13.7 Public Telephone Services

[Reserved for Future Use]

Issued: December 1, 2000 Effective: February 1, 2001

Issued by: Steven Hamula, Esquire

### FiberNet of Ohio LLC

#### Exhibit B

## **Proposed Revised Tariff Pages**

There are no proposed revised tariff pages as the Company is requesting to withdraw tariff No. 4 in its entirety. The detariffed services have been removed from P.U.C.O Tariff No. 1 and the removed services are now posted on the Company's web site of <a href="https://www.wvfibernet.net">www.wvfibernet.net</a> and may also be viewed at the Company's headquarters: 1200 Greenbrier Street, Charleston, WV 25311.

### FiberNet of Ohio LLC

### **Exhibit C**

### **SUMMARY OF CHANGES**

The detariffed services have been removed from P.U.C.O Tariff No. 1 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's web site of <a href="www.wvfibernet.net">www.wvfibernet.net</a>. Copies may also be obtained at the Company's main office at 1200 Greenbrier Street, Charleston, WV 25311.

FiberNet of Ohio LLC.

Exhibit D

**Customer Notice** 



### NON-RESIDENTIAL CUSTOMER NOTICE

September 1, 2011

Dear Customer:

Beginning on September 16, 2011, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by FiberNet of Ohio, LLC will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. FiberNet of Ohio, LLC must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

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

If you have any questions about this matter, please call FiberNet of Ohio, LLC. at the toll free number 800-320-6144 or visit us at <a href="https://www.wyfibernet.net">www.wyfibernet.net</a>.

Sincerely, FiberNet of Ohio, LLC

# FiberNet of Ohio LLC

Exhibit E

**Customer Notice Affadavit** 

## CUSTOMER NOTICE AFFIDAVIT

# **AFFIDAVIT**

I, <u>Kevin Jennings</u>, am an authorized agent of the applicant corporation, <u>FiberNet of Ohio, LLC</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 direct mail on September 1, 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.

Signature

September 8, 2011

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
STEVEN HAMULA
208 MAJESTIC DRIVE
CROSS LANES, WV 25313
My commission expires November 14, 2011

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

9/12/2011 3:02:18 PM

in

Case No(s). 11-5065-TP-ATA

Summary: Application Application to Detariff electronically filed by Ms. Margeaux Pennywell on behalf of FiberNet of Ohio LLC