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April 30, 2001

VIA OVERNIGHT COURIER

Ms. Daisy Crockon, Chief
Docketing Department
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215

Re: *RVP Fiber Company, L.L.C. - Revisions to Service Area
Map and Local Exchange, Interexchange and Access
Tariffs (Case No. 01-671-TP-ACE)*

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01 MAY - 1 AM 10:44
PUCO

Dear Ms. Crockon:

On behalf of RVP Fiber Company, L.L.C. ("RVP"), please find enclosed for filing an original and ten (10) copies of the above-referenced revised items. Pursuant to PUC Staff request, the following changes have been made:

- Service Area Map
 - Replaced Service Area Map, Exhibit K of certification application, with a county-delineated state map of Ohio which has the counties identified in the List of Counties Applicant Intends to Serve, Exhibit D of certification application, shaded-in to reflect areas where RVP proposes to provide service.
- Local Exchange Tariff
 - p. 1 - corrected coversheet to reflect Case Number as "01-671-TP-ACE;"
 - p. 10 - inserted definition for Public Safety Answering Point ("PSAP") to correspond to reference in definition of Alternative Routing ("AR") on page 5;
 - p. 24 - revised §2.3.2 Deposits language to show that the security deposit would be equal to "thirty (30) percent of estimated charges;

This is to certify that the images appearing are accurate and complete reproduction of a case file document delivered in the regular course of business.
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- p. 24 - deleted §2.3.2(C);
- p. 25 – changed “§2.3.2(D) Return of Deposit” to “§2.3.2(C) Return of Deposit;”
- p. 25 – changed “§2.3.2(E) Interest on Deposits” to “§2.3.2(D) Interest on Deposits;”
- p. 25 – deleted §2.3.3 Advance Payments;
- p. 25 – changed “§2.3.4 Payment of Charges” to “2.3.3 Payment of Charges;”
- p. 26 – changed “§2.3.5 Returned Check Charge” to §2.3.4 Returned Check Charge;”
- p. 26 – changed “§2.3.6 Late Payment Charges” to “2.3.5 Late Payment Charges;”
- p. 26 and 27 – changed “§2.3.7 Customer Overpayments” to “2.3.6 Customer Overpayments;”
- p. 27 – changed “§2.3.8 Validation of Credit” to “§2.3.7 Validation of Credit;”
- p. 28 - §2.6 - removed reference to gross receipts by replacing Telephone Surcharges/Taxes language with that provided by OH PUC staff;
- p. 87 and 88 – replaced §8.1 Lifeline Telephone Service language with that provided by OH PUC staff;
- p. A-1 – removed reference to gross receipts being passed on to Ohio customers in Effective Rate Schedule.
- Interexchange Tariff
 - p. 14, § 2.13 – removed reference to gross receipts by replacing Telephone Surcharges/Taxes/Contributions language with that provided by OH PUC staff;
 - p. 23, § 4.2 – insert rate range for 800/888 Service (Toll free) “per number/ per month” charges;
 - p. A-1 – removed reference to gross receipts being passed on to Ohio customers in Tax Surcharge Addendum;
 - p. B-1 – replaced “Dedicated long distance rate for 1+ calling 18/6 Rounding” with “1+ Long Distance Telecommunications Services”

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- p. 37-81 – changed number sequence to 36-80;
- p. 44 – deleted §3.4.1(A) Jurisdictional Reports;
- p. 60 - removed reference to “Jurisdictional reporting” in §5.3 Application of Intrastate Charges.

Please date-stamp the enclosed extra copy and return it to us in the attached self-addressed, stamped envelope. Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Very truly yours,



Kemal Hawa*
for O'MELVENY & MYERS LLP

Counsel for RVP Fiber Company, L.L.C.

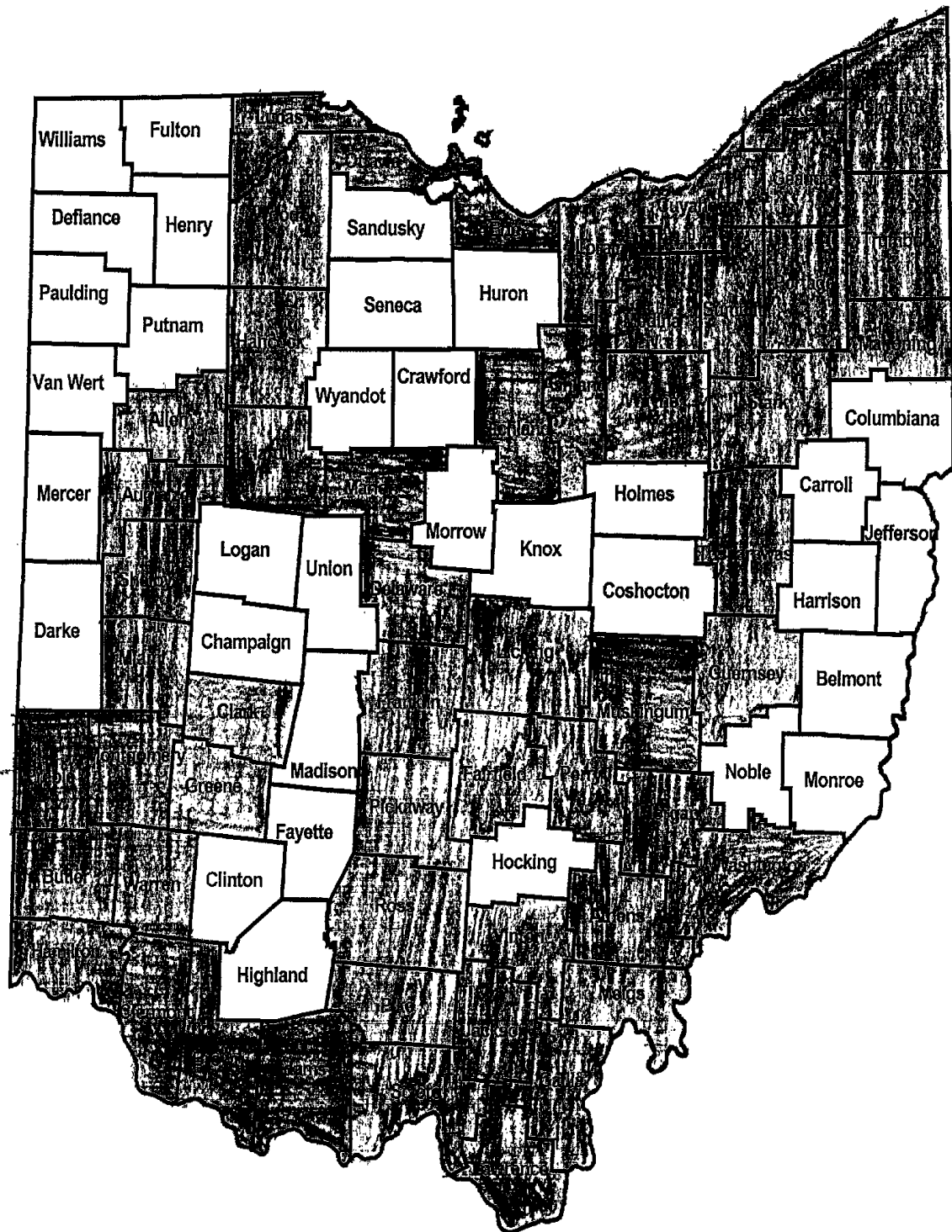
Enclosures

cc: Melissa Scarberry
Lisa Stewart
Barry Raterink
Christine Davenport (w/o enclosure)

TC1:461682.1

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 1

RVP FIBER COMPANY, L.L.C.

P.U.C.O. NO. 1

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO
Case No. 01-671-TP-ACE

This tariff applies to local exchange telecommunications services furnished by RVP Fiber Company, L.L.C.. ("Carrier") between one or more points in 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 Carrier's principal place of business,

Issued: March 19, 2001

Effective:

Issued by: Barry Raterink, President
RVP Fiber Company, L.L.C.
20 Monroe, N.W., Suite 450
Grand Rapids, Michigan 49503
(616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No.
TCI:459104.2

RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 1

Original Page 2

CHECK SHEET

The pages of this tariff are effective as of the date shown.

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2	Original	36	Original	70	Original	104	Original	138	Original
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4	Original	38	Original	72	Original	106	Original	140	Original
5	Original	39	Original	73	Original	107	Original	141	Original
6	Original	40	Original	74	Original	108	Original	142	Original
7	Original	41	Original	75	Original	109	Original	143	Original
8	Original	42	Original	76	Original	110	Original	144	Original
9	Original	43	Original	77	Original	111	Original	145	Original
10	Original	44	Original	78	Original	112	Original	146	Original
11	Original	45	Original	79	Original	113	Original	147	Original
12	Original	46	Original	80	Original	114	Original	148	Original
13	Original	47	Original	81	Original	115	Original	149	Original
14	Original	48	Original	82	Original	116	Original	150	Original
15	Original	49	Original	83	Original	117	Original	151	Original
16	Original	50	Original	84	Original	118	Original	152	Original
17	Original	51	Original	85	Original	119	Original	153	Original
18	Original	52	Original	86	Original	120	Original	154	Original
19	Original	53	Original	87	Original	121	Original	155	Original
20	Original	54	Original	88	Original	122	Original	156	Original
21	Original	55	Original	89	Original	123	Original	A-1	Original
22	Original	56	Original	90	Original	124	Original	B-1	Original
23	Original	57	Original	91	Original	125	Original	B-2	Original
24	Original	58	Original	92	Original	126	Original	B-3	Original
25	Original	59	Original	93	Original	127	Original	B-4	Original
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27	Original	61	Original	95	Original	129	Original	B-6	Original
28	Original	62	Original	96	Original	130	Original	B-7	Original
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32	Original	66	Original	100	Original	134	Original	B-11	Original
33	Original	67	Original	101	Original	135	Original	B-12	Original
34	Original	68	Original	102	Original	136	Original	C-1	Original

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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

- C - Change in Regulation
- D - Discontinued rate or regulation
- I - Increased rate
- M - Moved from another tariff location
- N - New rate or regulation
- R - Reduction in a rate or charge
- T - Changed in text but no change in rate or regulation

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EXPLANATION OF TERMS

AGENCY

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

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

CALL INITIATION

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

CALL TERMINATION

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

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EXPLANATION OF TERMS (Cont'd)

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMPANY

RVP Fiber Company, L.L.C. unless otherwise clearly indicated from the context.

COMMISSION

Public Utilities Commission of Ohio.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

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EXPLANATION OF TERMS (Cont'd)

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA

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

E911 CUSTOMER

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

EXCHANGE

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

EXCHANGE ACCESS LINE

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

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

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EXPLANATION OF TERMS (Cont'd)

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

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EXPLANATION OF TERMS (Cont'd)

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

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

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

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

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EXPLANATION OF TERMS (Cont'd)

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

ON-NET

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

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

PUBLIC SAFETY ANSWERING POINT (PSAP)

An answering location for 911 Service calls originating in a given area. A PSAP may be designated as primary or secondary which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for particular type of emergency calls.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TOLL CALL

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

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P.U.C.O. No. 1

1 - APPLICATION OF TARIFF

1.1 Application of Tariff

- A. This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- B. The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.
- C. The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- D. At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specified in each individual contract.

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RVP FIBER COMPANY, L.L.C.
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2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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.

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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Obligation of the Company (Cont'd)

Whenever facilities are not immediately available to furnish service to all applicants, the order of Precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2 as amended August 7, 1946.

2.1.3 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 1

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.5 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Minimum Use Contracts

The Company may offer services that require a minimum use guarantee ("MUG"). The Customer agrees to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Customer choose to terminate a MUG agreement prior to its expiration date, the Customer will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Company's approval, the Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Customer's agreement, Customer will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum billing liability for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

2.1.8 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 Limitations on Liability (Cont'd)

- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 Limitations on Liability (Cont'd)

- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.
- J. The Company is not liable for any claims for loss or damages involving:
 - (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
 - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - (4) Any act or omission in connection with the provision of 911, E911 or similar services;
 - (5) Any noncompletion of calls due to network busy conditions;
 - (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
 - (7) Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 Limitations on Liability (Cont'd)

- K. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- (2) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 Limitations on Liability (Cont'd)

N. 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.

O. Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. a local exchange carrier;
2. customer premise equipment; or
3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

2.1.9 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.10 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.11 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

2.1.12 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

2.1.13 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.17 Governmental Authorizations

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

2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

- A. The Company reserves the right to validate the credit worthiness of the Customer prior to the commencement of service, and to reject, in Company's sole judgment, unqualified Customers. No Customer shall have any claim against Company for a credit rejection. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit that the Company may apply against overdue charges. The amount of the security deposit shall be equal to thirty (30) percent of estimated charges. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

C. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

D. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.3.3 Payment of Charges

- A.** Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or Company's applicable late payment charge.
- B.** Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.4 Returned Check Charge

When a check that has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge (see below). This charge will be in addition to any charges assessed by any bank.

Returned Check Charge

	<u>Min.</u>	<u>Max</u>
Business:	\$0.01	\$20.00
Residence:	\$0.01	\$10.00

2.3.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Customer Overpayments (Cont'd)

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.3.7 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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P.U.C.O. No. 1

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 TELEPHONE SURCHARGES/TAXES

2.6.1 General

The customer is responsible for the 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 a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, 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.

2.7 FLEXIBLE PRICING

2.7.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.7.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase. See section 2.10.13 of this tariff for special regulations applying to residential customers.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.
- B. Suspension or termination shall not be made until:
 - (1) At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
 - (2) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination (Cont'd)

- E. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.
- F. Nonpayment of back-billed amounts as outlined in 2.10.12.

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- (1) in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- (2) if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

- (3) in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- (4) in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- (1) The use of facilities or service of the Company without payment of tariff charges;
- (2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- (3) The transmission of impermissible content.
- (4) The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- (5) The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- (6) Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

- (1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

C. Abandonment or Unauthorized Use of Facilities (Cont'd)

(2) In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:

- (a) No charge shall apply for the period during which service had been terminated, and
- (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.8.6 Disconnection of Service Other Than Toll Service

- A. For purposes of this section, all regulated telephone services provided by the Company, except toll service (if any), shall be defined as local service.
- B. The Company may disconnect its customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.6 Disconnection of Service Other Than Toll Service (Cont'd)

B. (Cont'd)

- (1) Disconnection notices issued by the Company pursuant to Rule 4901:1-5-19(K)(3), O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

- C. The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.
- D. Partial payments by a customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

2.8.7 Disconnection of Toll Service (Generally)

- A. In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B. Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.
- C. When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
 - (1) Must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service besides the one whose provision of toll service has precipitated the toll disconnection;

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.7 Disconnection of Toll Service (Generally) (Cont'd)

C. (Cont'd)

- (2) Must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
- (3) May consist of either a dePICing mechanism or else a selective toll blocking service.

- D. Neither purchase of the toll service provider's accounts receivable by the Company nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.

2.8.8 Toll Disconnection Service Offerings Available on a Nondiscriminatory Basis to All Toll Service Providers in Areas Where Implementation of IntraLATA Equal Access Has Occurred.

The Company provides each of the following toll disconnection services, which are available on a nondiscriminatory basis (including rates) to all toll service providers in areas where implementation of intraLATA equal access has already occurred:

- A. All forms of toll disconnection that the Company itself utilizes in connection with its own provision, if any, of toll service as specified in subsections 2.8.1 through 2.8.7.
- B. DePICing (Primary Interexchange Carrier Change) service. Refer to Section 3.4 for a description of this service. The maximum charge for this service is \$5.00, as specified in Section 12.4.
- C. Selective, Company-Specific, Toll Blocking Service
Refer to Section 5.7 for a description of blocking services offered by the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- A. Business rates as described in this Tariff apply to service furnished:
- (1) In office buildings, stores, factories and all other places of a business nature;
 - (2) In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - (3) At any location when the listing or public advertising indicates a business or a profession;
 - (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - (5) At any location where the customer resells or shares exchange service;
- B. Public Access Line service is classified as business service regardless of the location.
- C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.9.2 Telephone Number Changes

When a business customer change telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit for an additional charge as specified in Section 5.8 of this Tariff.

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.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.9.3 Deposits

Deposits will be returned to business customers after three years, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance returned to the customer.

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.10.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.10.2 Telephone Number Changes

When a residential customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The company reserves all rights to any telephone numbers assigned to customers from local service. Customers may order Vanity Numbers where facilities permit for an additional charge as specified in section 5.8 of this tariff.

When service in an existing location is continued for a new customer, the existing 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.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits

A. General

Except as provided in (B) following, the Company may require a deposit, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six-month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

B. Customers Exempt from Deposits

- (1) A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits (Cont'd)

B. Customers Exempt from Deposits (Cont'd)

- (2) The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

C. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment within the last six (6) months. Customers who still owe money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.10.7 below.)

New deposits from residential customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Installment Billing For Nonrecurring Charges

Residential customers may elect to pay service connection and other nonrecurring charges associated with service orders in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residential customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.4 Installment Billing For Nonrecurring Charges (Cont'd)

- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended;
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

2.10.5 Adjusted Payment Schedule

Customers on fixed incomes (e.g., pension and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.10.6 Suspension or Termination for Nonpayment

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- B. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.6 Suspension or Termination for Nonpayment (Cont'd)

- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

2.10.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. Existing residential customers with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period of no less than (10) months unless otherwise agreed to by the customer and for amounts of up to \$450 unless greater amounts are agreed to by the company. Down payments shall be not exceed the lesser of one-fifth of the amount deferred or three (3) months of a customer's average billing, plus the difference between the total amount of arrears and the amount deferred.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.10.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.10.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. This status may be extended beyond 30 days upon submission of specified documentation. During the emergency, customers can defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill. These rules also apply to any new applicant for service.

2.10.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- A. the customer is known to or identified to the Company as being blind or disabled;
- B. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.12 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.10.13 Disconnection Because of Price Increase

In addition to the terms shown in this tariff, the following applies to residential customers taking service under Flexible Pricing. A residential customer requesting disconnection of service because of a price increase will not be charged any non-recurring charges for the first disconnect request. If the Customer subsequently reconnects to service provided by the Company and again requests disconnection, all applicable non-recurring charges will apply.

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.11.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

C. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

- (1) if interruption continues for less than 24 hours:
 - (a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - (b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
- (2) if interruption continues for more than 24 hours:
 - (a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - (b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to Company equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the customer continues to use their service on a impaired basis;
- E. interruptions of service 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; and,
- F. interruptions in service due to circumstances or causes beyond the control of the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits will be transmitted as agreed to by the Customer and the Company.

2.12.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.3 Regulations (Cont'd)

- D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - *no special treatment required*, (2) *ANI failure has occurred in the end office switch* which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.12.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.13 HEALTH CARE PROVIDERS SUPPORT PROGRAM

2.13.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et seq.*, and any amendments made thereto.

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
 - (1) Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
 - (2) Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - (3) Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - (4) A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.13 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2.13.1 General (Cont'd)

D. Responsibility of eligible health care providers (Cont'd)

- (5) Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company

- (1) The Company shall offer the rates and charges as specified in this Tariff, to eligible health care providers to the extent that facilities and services are available and offered in this Tariff.
- (2) The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- (3) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Public Utilities Commission of Ohio approval, if necessary.

2.13.2 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in the State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.13 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2.13.2 Rates and Charges (Cont'd)

- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charges are available pursuant to applicable toll tariffs.

2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.14.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.14.2 Regulations

A. Obligations of Eligible Schools and Libraries

(1) Requests for Service

- a. Schools, libraries, and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.14.2 Regulations

A. Obligations of Eligible Schools and Libraries (Cont'd)

(1) Requests for Service (Cont'd)

- b. Schools, libraries, and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c. Services requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of Carrier

- (1) Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- (2) Carrier will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- (3) In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to State public service commission approval, if necessary.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.14.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools, libraries, and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries, or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

Connection Charges are nonrecurring charges which apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of a Service Order Charge

The general application of this charge is as follows:

- A. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.3.
- D. The service order charge does not apply for a company initiated charge or company error, a change in billing address, or a removal of service.

3.1.3 Custom Calling Features

- A. Connection charges apply to custom calling features under certain circumstances.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

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3 - CONNECTION CHARGES (Cont'd)

3.3 TIME AND MATERIALS CHARGE

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

3.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

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4 -RESERVED FOR FUTURE USE

4.1 Reserved For Future Use

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5 - SUPPLEMENTAL SERVICES

5.1 CUSTOM CALLING SERVICE

5.1.1 General

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

5.1.2 Description of Features

A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Multiline Hunting

This feature is a line hunting arrangement that provides sequential or circular searches of available numbers within a multiline group.

Hunt group charges apply to sequential and circular.

E. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

F. Blocking Service or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer of record providing the correct password over the telephone, or by a request made in person by such customer. The customer of record can provide a personal password to use to remove blocking service at the time blocking service is established.

5.1.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Sections 12.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

5.1.3 Rates and Charges (Cont'd)

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Sections 12 of this tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.3, Service and Promotional Trials, below.

5.2 CLASS SERVICES

5.2.1 General

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

CLASS services cannot be functional unless both the called and the calling parties are served by, and the call is routed through, appropriately-equipped central offices. CLASS services are only available to 1-party residence and business customers, and centrex lines. Telemarketers are prohibited from blocking the disclosure of their telephone number when placing calls. Upon receiving complaints that a telemarketer is blocking the disclosure of its telephone number, the Company will investigate the complaints and terminate the number blocking service where appropriate.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES

5.2.2 Description of Features

A. Caller ID/Block Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call -- including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE. However, the calling party may subscribe to services which will prevent the disclosure of their telephone number. In such instances, a privacy indicator will appear on the customer-provided display device instead of the calling party's telephone number.

B. Per Call Blocking (Calling Number Delivery Blocking)

Enables customers to prevent the disclosure of their number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's phone number. Per Call Blocking will be provided on a universal basis to all eligible customers. All public and semi-public payphones of the Company will be equipped with Per Call Blocking.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

C. Per Line Blocking (Calling Number Delivery Suppression)

Enables customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters, and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

D. Repeat Dialing (Automatic Callback)

Automatically redials the last outgoing number after the customer activates the service by dialing *66 from a touch-tone phone, or 1166 from a rotary dial phone. Repeat dialing monitors the busy line and performs a call setup when both the originating and terminating lines become idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the Repeat Dialing service status. This service may also be used to recall a called party after the conversation has been terminated.

Repeat Dialing will not work for the following types of calls:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

E. Call Return (Automatic Recall)

Enables a customer to return the last incoming call, whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block-to Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function, the customer would then dial "1". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and the called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idles. After activation of the feature, the originating and terminating customers may place calls without effecting the Call Return service status. Up to 30 calls may be held in queue for the customer's Call Return activation. The call backs may be to areas where a toll would be applicable. This feature cannot be activated for all telephone numbers such as number with 800 or 900 prefixes, or PBX extensions.

F. Call Trace

Call Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

G. Call Screening (Selective Call Rejection)

Provides the customer with a method of blocking calls from certain numbers, which may or may not be known to the customer. The customer may create a screening list of up to 8 telephone numbers, and place them in network memory through an interactive dialing sequence. The customer may also activate the service after receiving a call, and thus place the number associated with the call on the Call Screening screening list. To activate the feature, the customer dials *60 from a touch-tone phone, or 1160 from a rotary dial phone and the telephone number of each incoming call is checked against the customer's Call Screen list.

H. Special Call Acceptance (Selective Call Acceptance)

Provides the customer with a method to accept calls from certain numbers only. Up to 8 telephone numbers may be added to the screening list through an interactive dialing sequence. The customer dials *64 from a touch-tone phone, or 1164 from a rotary dial phone, to activate the service. Each incoming call is then checked against the customer's Special Call Acceptance screening list.

I. Preferred Call Forwarding (Selective Call Forwarding)

Allows customers to create a special list of telephone numbers and destination number through an interactive dialing sequence. By dialing *63 from a touch-tone phone, or 1163 from a rotary dial phone, the customer activates the service. Only incoming calls from numbers appearing on the list will be forwarded to the predetermined remote station.

J. Priority Ringing (Distinctive Ring)

Allows customers to designate several numbers that will be recognized immediately as important calls by means of a distinctive alert signal. Up to 8 telephone numbers may be added to the screening list through an interactive dialing sequence. The customer then dials *61 from a touch-tone phone, or 1161 from a rotary dial phone, and activates the service. When the incoming call is identified as one of the numbers on the list, a distinctive ring will be produced in the customer's telephone to alert them that an important call is coming in. If the customer is using the phone and one of the selected numbers comes through Call Waiting, the customer will receive a distinctive call waiting signal to let them know an important call is awaiting them.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Sections 12.7, Residential Network Switched Service, and Sections 12.8, Business Network Switched Service.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Sections 12 of this Tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.3, Service and Promotional Trials, below.

5.3 SERVICE AND PROMOTIONAL TRIALS

5.3.1 General

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

5.3.2 Regulations

- A.** Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 SERVICE AND PROMOTIONAL TRIALS (Cont'd)

5.3.2 Regulations (Cont'd)

- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

5.4 BUSY LINE VERIFICATION AND INTERRUPT SERVICE

5.4.1 General

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

5.4.2 Rate Application

- A. A Busy Line Verification Charge will apply when:
 - (1) The operator verifies that the line is busy with a call in progress,
or
 - (2) The operator verifies that the line is available for incoming calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.4 BUSY LINE VERIFICATION AND INTERRUPT SERVICE (Cont'd)

5.4.2 Rate Application (Cont'd)

- B. Both a Busy Line Verification Charge and a Verification and Interruption Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

See Rate Schedule in Sections 12 of this tariff.

- C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.5 DIRECTORY ASSISTANCE SERVICE

5.5.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.5.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 8 of this Tariff, up to a maximum of 50 requests per month.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 DIRECTORY ASSISTANCE SERVICE (Cont'd)

5.5.2 Regulations (Cont'd)

- E. A Directory Assistance Call Completion charge will apply to customers who have received a requested intraLATA telephone number from directory assistance and have exercised the option of having a call automatically dialed and completed to that requested number.

5.5.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

See Rate Schedule in Sections 12 of this tariff.

5.6 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

See Rate Schedule in Sections 12 of this tariff.

5.7 BLOCKING SERVICE

5.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 BLOCKING SERVICE (Cont'd)

5.7.1 General (Cont'd)

- A. 500, 700, 900 Blocking - Allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can Third Number Billed and Collect Call Restriction - Provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- B. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- C. Toll Restriction Plus Directory Assistance - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

5.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

5.7.3 Rates and Charges

See Rate Schedule in Sections 12 of this tariff.

Connection charges apply as specified in Section 3 of this tariff.

5.7.4 Chatline Information Provider Services

5.7.4.1 Provision of Chatline-type Services

- A. The Company will designate a specific NXX code as a blockable content related services code for any chatline-type services it offers. Access to such code will be limited to customers within the applicable LATA.
- B. The Company will terminate service, in accordance with the procedures set forth in this tariff, to information providers or other entities that violate its tariff terms and conditions relating to the blocking of content-type services.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 BLOCKING SERVICE (Cont'd)

5.7.4 Chatline Information Provider Services (Cont'd)

5.7.4.2 Revenue Sharing

The Company will file, as a supplement to this Tariff, the terms and conditions of its provision of service to information providers, including any chatline-type discounts or revenue sharing arrangements, where the provision of such service is on terms and conditions that vary from those contained in this Tariff.

5.8 VANITY NUMBER SERVICE

5.8.1 General

- A. Vanity Number Service allows a customer to order a specified telephone number rather than the next available number.
- B. Vanity Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Vanity Numbers are used for marketing purposes by the customer.
- D. When a new customer assumes an existing service which includes Vanity Number Service, the new customer may keep the Vanity Number, at the tariffed rate, with the written consent of the Company and the former customer.
- E. The Company reserves and retains the right:
 - (1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - (2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
 - (3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 - (4) The limitation of liability provisions of this tariff in Section 2 are applicable to Vanity Number Service.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.8 VANITY NUMBER SERVICE (Cont'd)

5.8.2 Conditions

- A. Charges for Vanity Number Service apply when a customer:
- (1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
 - (2) Requests a number change from the customer's present number to a Vanity Number.
- B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Vanity Number Service.

See Rate Schedule in Sections 12 of this tariff.

5.9 CUSTOMER REQUESTED SERVICE SUSPENSIONS

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

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one-year limit)	½ Regular Monthly Rate

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.10 OPTIONAL DIALING PLANS

5.10.1 LMS Free Calling

A. Basic Description

LMS Free Calling enables customers to place calls between selected customer telephone numbers without incurring usage sensitive charges. The following conditions will apply to LMS Free Calling:

1. The feature is offered on a per line basis for any selected customer telephone numbers.
2. The customer will indicate which telephone numbers are to be given the LMS Free Calling feature. No usage sensitive charges will apply to calls placed between customer telephone numbers provided with this feature.
3. LMS Free Calling applies only to calls placed between selected customer stations situated within the same LATA.
4. This feature is offered subject to the availability of suitable facilities. LMS Free Calling may, in certain situations, be unavailable due to the limitations of the customer's equipment or due to compatibility problems that exist between the customer's equipment and the facilities of the Company.
5. Certain custom calling features may not be available to customers subscribing to LMS Free Calling.

B. LMS Free Calling is offered under the following options:

1. Standard LMS Free – Under this option, there are no changes in dialing procedures. Customers will use the same dialing procedures for calls placed to LMS Free stations that they would use for calls placed to non-LMS Free stations.
2. 4-Digit LMS Free – This option enables customers to place calls between LMS Free customer stations by dialing the last four digits of the receiving station's telephone number. To reach a non-LMS Free station, customers must dial "9" plus the dialing sequence they would normally dial (i.e., 7 digits for local, 1+10 for interLATA toll) were they not subscribing to LMS Free Calling.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.10 OPTIONAL DIALING PLANS (Cont'd.)

5.10.1 LMS Free Calling (Cont'd.)

C. Requirements

LMS Free calling will be restricted to stations that, for a term of no less than twelve months, the customer is either currently committed to or will agree to commit to the following conditions:

1. Using the Company as its local service provider.
2. Using either the Company or the Company's affiliate long distance provider for IntraLATA toll service.

D. Rates and Charges

The company does not require a monthly recurring charge for this feature. Should the customer elect to subscribe to this feature, a service order charge as specified in Sections 12 of this tariff will apply.

5.11 SERVICE PROVIDER NUMBER PORTABILITY

Service Provider Number Portability – Location Routing Number (SPNP – LRN) depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

5.11.1 General

Service Provider Number Portability (SPNP) is only available to telecommunications carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

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5.11 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

5.11.1 General (Cont'd)

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunications Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunications Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer's service location remains within the same Company rate center.

5.11.2 Conditions

- A. SPNP is only available to Telecommunications Carriers.
- B. SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass Calling NXX Codes, NXX Codes 555, 976, 950, FX service or Company coin telephone.
- C. Telecommunications Carriers will be assessed Local Number Portability (LNP) Query Charges as SPNP-LRN becomes available in an area if the Company performs an LPN database query on behalf of the Telecommunications Carrier.
- D. Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular MSA. The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the Public Utilities Commission of Ohio.

5.11.3 Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunications Carrier and to provide SPNP in accordance with this tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunications Carrier provide the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls

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5.11 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

5.11.4 Responsibilities of the Telecommunications Carrier

- A. The Telecommunications Carrier is solely responsible to obtain a signed letter of authorization from the end-user for handling of the disconnection and the end-user's service with the Company, the provision of service by the Telecommunications Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunications Carrier to act on behalf of the end-user, the Telecommunications Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunications Carrier or, where the conversion from end-user's to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service that particular end-user. In such an event, the Telecommunications Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral cost for terminating the SPNP service and restoring the end-user's prior service with the Company.
- B. The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP Ported traffic.
- C. The Telecommunications Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment of service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility of service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.
- D. The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating an end-user.

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5.11 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

5.11.4 Responsibilities of the Telecommunications Carrier (Cont'd)

- E. *The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.*

5.11.5 Limitations of Service

- A. *The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service*
- B. *End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.*
- C. *The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Commission.*

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6 - RESIDENTIAL NETWORK SWITCHED SERVICES

6.1 GENERAL

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network that enables the customer to:

- A. *place and receive calls from other stations on the public switched telephone network;*
- B. *access the Company's local calling service;*
- C. *access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and*
- D. *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 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.*

6.2 SERVICE DESCRIPTIONS

The following Residential Network Switched Service Options are offered:

Residential Measured Rate Service:

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following Custom Calling Service features are offered to Residential Network Switched Service Subscribers:

Three Way Conference, Consultation, Call Transfer (carries a separate MRC and NRC)
Call Forward Busy
Call Forward Don't Answer
Call Forward Variable
Call Waiting (Terminating, and Originating)
Cancel Call Waiting
Speed Calling (One/Two Digit)
Operator Assistance

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6 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

6.2 SERVICE DESCRIPTIONS (Cont'd)

The following features are available with Residential Line Service at an additional charge:

HUNT GROUP CHARGES

Sequential Hunting
Circular Hunting

HUNT LINE CHARGES

Sequential Hunting
Circular Hunting

The following CLASS features are offered to Residential Network Switched Service Subscribers:

Caller ID
Block Caller ID
Continuous Redial (Repeat Dialing)
Call Return
Call Trace

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to service features. Measured charges apply to Measured Rated Service, in addition to other rate elements described above.

6.2.1 Measured Rate Service

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge. Local calling areas are as specified in Section 10.

A. Description

Each Measured Rate Service Line corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

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6 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

6.2 SERVICE DESCRIPTIONS (Cont'd)

6.2.1 Measured Rate Service (Cont'd)

A. Description (Cont'd)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in the Rate Schedule in Sections 12 of this Tariff, service order charges apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

See Rate Schedule in Sections 12 of this Tariff.

C. Local Measured Service Time Periods:

See Time Periods and Rate Schedule in Sections 12 of this Tariff.

6.2.2 Flat Rate Service

See Rate Schedule in Section 12.7.2 of this Tariff.

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7 - BUSINESS NETWORK SWITCHED SERVICES

7.1 GENERAL

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. 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
- D. access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service 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.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

7.2 SERVICE DESCRIPTIONS

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

Basic Business Line Service and PBX trunks are offered with measured rate local service.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

The following features as described in Section 5 are available with Business Line Service for an additional charge:

Three Way Conference, Consultation
Call Forwarding (Variable, Busy Line, Don't Answer)
Call Waiting/Cancel Call Waiting
Speed Calling One Digit (8)
Speed Calling Two Digit (30)
Call Forwarding Remote Access
Call Transfer

The following features are available with Business Line Service at an additional charge.

HUNT GROUP CHANGES
Sequential Hunting
Circular Hunting

HUNTING LINE CHANGES
Sequential Hunting
Circular Hunting

The following CLASS features are offered to business network switched service subscribers at an additional charge:

Caller ID + Name
Block Caller ID
Call Return
Continuous Redial
Call Trace
Anonymous Call Rejection

7.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.1 Basic Business Line Service (Cont'd)

A. General (Cont'd)

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

B. Measured Rate Basic Business Line Service

1) Description

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 11.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.1 Basic Business Line Service (Cont'd)

B. Measured Rate Basic Business Line Service (Cont'd)

2) Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3) Usage Charges

See Rate Schedule in Sections 12.

7.2.2 PBX Trunk Service

A. General

PBX trunks are provided for connection of customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.2 PBX Trunk Service (Cont'd)

A. General Cont'd)

Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

B. DS1 PBX Trunk Service

1) Description

DS1 PBX Trunk Service provides a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each DS1 PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.2 PBX Trunk Service (Cont'd)

B. DS1 PBX Trunk Service (Cont'd)

2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in Sections 12 of this Tariff, service order charges apply as described in Section 3 of this tariff. Charges for each Measured Rate DS1 PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. In certain circumstances, service to customers may require the use of private line facilities obtained by the company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charges to the customer will be the greater of the Company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

Where appropriate facilities do not exist, special construction charges apply.

3) Measured Usage Charges

Measured usage charges for DS1 Trunks are the same as those indicated for a basic business line as described in Section 7.2.1.B.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.3 Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

7.2.4 Integrated Services Digital Network Primary Rate Interface

A. Basic Description

Integrated Services Digital Network Primary Rate Interface (PRI) is an optional service that will allow customer-provided PBX equipment to interface with the Company's switching equipment over DS1 trunks for voice transmission. Basic Business Network Switched Service as well as Direct Inward Dialing (DID) and Direct Outward Dialing (DID) will be offered on PRI trunks. Existing local usage rates or MTS rates will apply to voice transmission carried over a PRI circuit.

PRI uses one of the following Integrated Services Digital Network (ISDN) architectures:

23 B-Channel and one D-Channel.

24 B-Channels (Note: 24 B-Channel PRI trunks can only be used in conjunction with 23 B/1 D-Channel PRI trunks. One D-Channel must be available for signaling).

The B-Channel is a 64 Kilobits per second channel used for information transfer between users. The D-Channel is a 64 Kilobits per second channel that carries signaling and control for the B-Channels.

B. Service Options

Two different versions of PRI service will be made available:

- Custom ISDN
- National ISDN (NI)

Both of these versions are based on software standards established by Lucent Technologies, the Company's vendor for switching equipment.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.4 Integrated Services Digital Network Primary Rate Interface (Cont'd)

B. Service Options (Cont'd.)

The following arrangements will be offered to PRI customers:

1. Custom PRI with facility associated signaling (FAS) – One D-Channel for signaling and 23 B-Channels.
2. National PRI (NI) with FAS – One D-Channel for signaling and 23 B-Channels.
3. National PRI (NI) with Non-Facility Associated Signaling (NFAS) – One D-Channel for signaling with up to 479 B-Channels.
4. National PRI (NI) with NFAS and D-Channel Backup (DCBU). Two D-Channels provided on separate DS1 trunks (one of which is active and the other used for backup) supporting up to 478 B-Channels.

C. Restrictions

1. PRI is only available from serving central offices equipped with the facilities required to support PRI service. Service capabilities are dependent on the facilities and digital technology providing the service.
2. PRI customer premises equipment located at the customer premises must be compatible with the network interface provided by the Company and with the Company's switching facilities.
3. ISDN-compatible terminal equipment is required for operation. It is the customer's responsibility to power and obtain such equipment.
4. Custom Calling Features (see Section 5.1) may not be available to customers subscribing to PRI service.

D. Requirements

Customers must agree to subscribe to both PRI service and DS1 PBX Trunk Service for a term of no less than one year. All DS1 PBX Trunk Service rates and charges referred to in preceding sections shall apply.

E. Rates and Charges

Rates and charges for PRI service are set forth in Section 12.8, Business Network Switched Services.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.5 DS1 Trunk Service

1) Description

DS1 Trunk Service provides a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels. DS1 service can be used with both voice and data transmission for local and toll traffic. DS1 Trunks are provided for connection of customer-provided facilities to the Company switch. Each DS1 Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the customer

2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in Sections 12 of this Tariff, service order charges apply as described in Section 3 of this tariff. Charges for each DS1 Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. In certain circumstances, service to customers may require the use of private line facilities obtained by the company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charges to the customer will be the greater of the Company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

Where appropriate facilities do not exist, special construction charges apply.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.5 DS1 Trunk Service

3) Measured Usage Charges

Measured usage charges for DS1 trunks are set forth in Sections 12.5.

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8 - SPECIAL SERVICES AND PROGRAMS

8.1 RVP FIBER COMPANY, L.L.C. LIFELINE TELEPHONE SERVICE

8.1.1 General

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

A reduction of \$5.25 off the customer's monthly basic local service charges.

Free toll limitation services (e.g., toll blocking, toll control), upon customer's request.

A waiver of the Telephone Company's service deposit requirement, if the customer elects to receive toll blocking.

8.1.2 Regulations

A. Lifeline Assistance is available to residential customers who are currently participating in one of the following assistance programs:

- (1) Medical Assistance under Chapter 5111 of Ohio Revised Code (Medicaid);
- (2) Food Stamps;
- (3) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- (4) Federal public housing assistance, or Section 8; or
- (5) Low Income Home Energy Assistance Program (LIHEAP).

B. Participants in Lifeline Assistance shall not be disconnected from local service for non-payment 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 non-payment of toll charges.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.1 RVP FIBER COMPANY, L.L.C. LIFELINE TELEPHONE SERVICE (Cont'd)

8.1.2 Regulations (Cont'd)

- C. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.
- D. The Telephone 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 8.1.2 (A), 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.
- E. At no time shall a customer's Lifeline rate go below zero.

8.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan that provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- A. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 8.1.2 of this tariff;
- B. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- C. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- A. Consistent with applicable law, the Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- B. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- C. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- D. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- E. The Company will also advise customers who request this equipment of the applicable terms for purchase.

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

8.4.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

8.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER (Cont'd)

8.4.3 Qualification

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

8.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or 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 the 911 service features and the equipment associated therewith, 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 the 911 service.

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

8.6.2 Regulations

- A. In addition to the following, the regulations in 8.5.2 apply.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.6.2 Regulations (Cont'd)

- B. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

8.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.6.3 Conditions of Furnishing Service (Cont'd)

The Company is not responsible for any infringement or 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 the 911 service features and the equipment associated therewith, 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 the 911 service.

8.7 OHIO RELAY SERVICE

8.7.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.7.2 Regulations

- A. Only intrastate calls can be completed using the Ohio Relay Service .
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
 - 1) calls to informational recordings and group bridging service;
 - 2) calls to time or weather recorded messages;
 - 3) station sent paid calls from coin telephones; and
 - 4) operator-handled conference service and other teleconference calls.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 OHIO RELAY SERVICE (Cont'd)

8.7.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

8.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

8.8.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within Ohio State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

8.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- a. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd)

8.8.3 Qualification (Cont'd)

- b. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.
- c. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

8.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- a. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- b. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1) equipment and materials provided or used;
 - 2) engineering, labor, and supervision;
 - 3) transportation; and
 - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

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9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

A. The period on which the termination liability is based is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a. equipment and materials provided or used;
- b. engineering, labor, and supervision;
- c. transportation; and
- d. rights of way and/or any required easements;

2) license preparation, processing, and related fees;

3) tariff preparation, processing and related fees;

4) cost of removal and restoration, where appropriate; and

5) any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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9 - SPECIAL ARRANGEMENTS (Cont'd)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

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10 - DIRECTORY

10.1 ALPHABETICAL DIRECTORY

10.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term "listing" refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
 - 1) One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
 - 2) One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

10.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
 - 1) Each listing normally includes the number and street name location where the telephone service is furnished. the name of a building may be shown in case of buildings commonly known by name.
 - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in 10.1.1.a above.

10.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.3 Types of Listings (Cont'd)

A. Non-Listed

Telephone numbers of non-listed service are not listed in the Company's directories or on the directory assistance records. Non-listed service is available with all classes of main telephone exchange service provided the customer has other exchange service which is listed in the directory or is on directory assistance records in the same name and at the same address. There are no restrictions against furnishing name, address or number information for non-listed services.

B. Additional Listing

A listing in addition to the main listing.

C. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

D. Extra Line Listing

This feature provides information after a main or additional listing. It refers callers to an alternative telephone number that is listed immediately below the main number.

E. Foreign Listing

This feature provides a listing for a customer in a directory other than the directory that serves their local service area.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service

A. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. However, where a government agency subscribes to Universal Emergency Telephone Number Service (911) or Enhanced Universal Emergency Telephone Service (E911), the telephone number, name, and address of a Customer with non-published service will be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

B. Regulations

- 1) Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
- 2) The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- 4) The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

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10 - DIRECTORY (Cont'd)

10.2 [RESERVED FOR FUTURE USE]

10.3 DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. (See Section 5.5.) Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

10.4 LIABILITY OF THE COMPANY FOR ERRORS

10.4.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

10.4.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

A. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

B. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

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10 - DIRECTORY (Cont'd)

10.4 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

10.4.2 Allowance for Errors (Cont'd)

C. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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P.U.C.O. No. 1

11 - SERVICE AREAS

11.1 Service Areas

Where suitable facilities exist, the Company will provide local exchange service within the local service areas of counties identified below. The Company has adopted the local calling coverage provided by the incumbent LEC in each of these counties.

<u>EXCHANGE AREA</u>	<u>EXCHANGES IN LOCAL CALLING AREA</u>
Aberdeen	Aberdeen Ripley
Akron	Akron Greensburg Hartville Kent Manchester Mogadore Uniontown
Albany	Albany Athens Wilkesville
Alliance	Alliance Atwater Marlboro Sebring
Alton	Columbus (Met Area) London
Amesville	Amesville Athens Bartlett Chesterhill
Arabia	Arabia Guyan Ironton Walnut

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Ashland

Athens

Atwater

Barnesville

Beallsville

Beavercreek

EXCHANGES IN LOCAL CALLING AREA

Ashland
Hayesville
Loudonville
Perrysville
Polk
Redhaw
Savannah

Athens
Albany
Amesville
Guysville
New Marshfield
Shade
The Plains

Atwater
Alliance
Marlboro
Rootstown

Barnesville
Bethesda
Somerton

Beallsville
Bethesda
Clarington
Somerton
Woodsfield

Dayton Met Area
Donnelsville
Enon
Medway
New Carlisle
Spring Valley
Xenia
Yellow Springs - Clifton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Bedford

Belfast

Bellbrook

Belpre

Berea

Bethany

Bethesda

EXCHANGES IN LOCAL CALLING AREACleveland Met. Area
ChesterlandBelfast
Hillsboro
Marshall
Sugar Tree RidgeDayton Met. Area
Enon
Medway
New Carlisle
Spring Valley
Xenia

Belpre

Cleveland Met. Area
ChesterlandBethany
Bethel
Clermont
Cincinnati
Hamilton
Harrison
Little Miami
Mason
Newtownsville
Reily
Seven Mile
Shandon
WilliamsburgBethesda
Barnesville
Beallsville
Somerton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Bloomington

Bloomingville

Bowersville

Brecksville

Burton

Canal Fulton

Canal Winchester

Canfield

Canton

EXCHANGES IN LOCAL CALLING AREA

Bloomington
Jeffersonville
New Holland
Sedalia
Washington Court House

Bloomingville
Castalia
Sandusky

Bowersville
Jamestown
Milledgeville
Xenia

Cleveland Met. Area
Chesterland

Burton

Canal Fulton
Manchester
Massillon
North Canton

Columbus Met. Area
Carroll
Lancaster

Canfield
North Jackson
North Lima
Youngstown

Canton
Hartville
Louisville
Magnolia - Waynesburg
Massillon
Navarre
North Canton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Carroll

Castalia

Catawba

Cedarville

Centerville

Chagrin Falls

Cheshire

Chesterland

EXCHANGES IN LOCAL CALLING AREA

Carroll

Canal Winchester

Lancaster

Castalia

Bloomingville

Sandusky

Catawba

Mechanicsburg

Springfield

Cedarville

Jamestown

Pitchin

South Solon

South Charleston

Yellow Springs - Clifton

Xenia

Dayton Met. Area

Donnellsville

Enon

Medway

Franklin

New Carlisle

Spring Valley

Cleveland Met. Area

Chesterland

Cheshire

Gallipolis

Vinton

Chesterland

Cleveland Met. Area

Kirtland

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Christiansburg

Clarington

Cleveland

Columbiana

Columbus

Conesville

Corning

Coshocton

Dalton

Danville

EXCHANGES IN LOCAL CALLING AREAChristiansburg
Fletcher -- Lena
New Carlisle
North HamptonClarington
Beallsville
Duffy
WoodsfieldCleveland Met. Area
ChesterlandColumbiana
Lisbon
Leetonia
New Waterford
North Lima
Rogers
Youngstown

Columbus Met. Area

Conesville
Coshocton
Dresden
West LafayetteCorning
New Lexington
ShawneeCoshocton
Conesville
West LafayetteDalton
MassillonDanville
Hillsboro
Sugar Tree Ridge

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Dayton

Decatur

Donnelsville

Dresden

Dublin

Duffy

East Liverpool

EXCHANGES IN LOCAL CALLING AREA

Dayton Met. Area
Donnelsville
Enon
Franklin
Medway
New Carlisle
Spring Valley
Yellow Spring - Clifton
Xenia

Decatur
Ripley
Russellville

Donnelsville
Beavercreek
Bellbrook
Centerville
Dayton
Enon

Dresden
Conesville
Zanesville

Columbus Met. Area

Duffy
Clarrington
Graysville
New Matamoras
Woodsfield

Lisbon
Rogers
Wellsville

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

East Palestine

Enon

Fairborn

Fayette

Findlay

Fletcher – Lena

Fostoria

Franklin

EXCHANGES IN LOCAL CALLING AREAEast Palestine
New Waterford
RogersEnon
Dayton Met. Area
Donnelsville
Springfield
Yellow Springs – CliftonDayton Met. Area
Donnelsville
Enon
Medway
New Carlisle
Spring Valley
Yellow Springs – CliftonFayette
Archbold
Wauseon

Findlay

Fletcher – Lena
Christiansburg
PiquaFostoria
New RiegelFranklin
Dayton
Centerville
Miamisburg – West
Middletown

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Fremont

Fultonham

Gahanna

Gallipolis

Gates Mills

Georgetown

Girard

Glenford

EXCHANGES IN LOCAL CALLING AREA

Fremont

Lindsey

Fultonham

New Lexington

Roseville

Somerset

Zanesville

Columbus Met. Area

Gallipolis

Cheshire

Guyan

Rio Grande

Vinton

Walnut

Cleveland Met. Area

Chesterland

Kirtland

Mentor

Georgetown

Hamersville

Higginsport

Mt. Orab

Ripley

Russellville

Sardinia

Girard

Hubbard

Niles

Youngstown

Glenford

New Lexington

Somerset

Thornville

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P.U.C.O. No. 1

11.1 Service Areas (Cont'd)

EXCHANGE AREA

Gnadenhutten

Graysville

Greensburg

Grove City

Groveport

Guyan

Guysville

Hamersville

EXCHANGES IN LOCAL CALLING AREAGnadenhutten
Newcomerstown
UhrichsvilleGraysville
Duffy
Lewisville
New Matamoras
WoodsfieldGreensburg
Akron
Manchester
Uniontown

Columbus Met. Area

Columbus Met. Area

Guyan
Arabia
Gallipolis
WalnutGuysville
Athens
CoolvilleHamersville
Bethel
Clermont
Cincinnati
Felicity
Georgetown
Higginsport
Mt. Orab

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Hamilton

Harrisburg

Hartville

Hayesville

Higginsport

Hillcrest

EXCHANGES IN LOCAL CALLING AREA

Hamilton

Bethany

Bethel

Clermont

Cincinnati

Harrison

Little Miami

Mason

Monroe

Newtownsville

Oxford

Reily

Seven Mile

Shandon

Trenton

Williamsburg

Columbus Met. Area

London

Hartville

Akron

Canton

Louisville

North Canton

Hayesville

Ashland

Higginsport

Clermont

Cincinnati

Felicity

Georgetown

Hamersville

Cleveland Met. Area

Chesterland

Kirtland

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Hilliard

Hillsboro

Holland

Hubbard

Independence

Ironton

Jamestown

EXCHANGES IN LOCAL CALLING AREA

Columbus Met. Area

Hillsboro

Belfast

Danville

Marshall

Rainsboro

Sugar Tree Ridge

Toledo Met. Area

Hubbard

Girard

Lowellville

Youngstown

Cleveland Met. Area

Chesterland

Ironton

Arabia

Jamestown

Bowersville

Cedarville

Jeffersonville

Milledgeville

South Solon

Xenia

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Jefferson

Jeffersonville

Kent

Kirtland

EXCHANGES IN LOCAL CALLING AREA

Jefferson
Andover
Ashtabula
Autsinburg
Colebrook
Conneaut
Dorset
Geneva
Kingsville
New Lyme
Orwell
Peirpont
Trumbull
Windsor

Jeffersonville
Bloomingburg
Jamestown
Milledgeville
Sedalia
South Solon
Washington Court House

Kent
Akron
Mantua
Mogadore
Ravenna
Rootstown

Kirtland
Chesterland
Gates Mills
Hillcrest
Mentor
Painesville
Terrace
Wickliffe
Willoughby

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Lancaster

Leetonia

Leroy

Lewisville

Lindsey

Lisbon

Lockbourne

EXCHANGES IN LOCAL CALLING AREA

Lancaster
Canal Winchester
Carroll
Rushville
Sugar Grove

Leetonia
Lisbon
Columbiana
Salem
Youngstown

Leroy
Painesville

Lewisville
Graysville
Woodsfield

Lindsey
Fremont

Lisbon
Columbiana
East Liverpool
Leetonia
Rogers
Salem
Salineville
Wellsville

Columbus Met. Area

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

London

Loudonville

Louisville

Lowellville

Magnolia - Waynesburg

Manchester

Mantua

Marietta

EXCHANGES IN LOCAL CALLING AREA

London

Alton

Harrison

Sedalia

South Charleston

South Solon

South Vienna

West Jefferson

Loudonville

Ashland

Lakeville

Perrysville

Louisville

Canton

Hartville

North Canton

Lowellville

Hubbard

North Lima

Youngstown

Magnolia - Waynesburg

Canton

Manchester

West Union

Mantua

Kent

Ravenna

Marietta

Newport

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGES IN LOCAL CALLING AREA</u>
Marlboro	Marlboro Alliance Atwater Rootstown
Marshall	Marshall Belfast Hillsboro Rainsboro
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
Maumee	Toledo Met. Area
Medway	Medway Dayton Met. Area Donnelsville New Carlisle Springfield
Mentor	Mentor Gates Mills Kirtland Painesville Wickliffe Willoughby
Miamisburg – West Carrollton	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Middletown

Milledgeville

Mingo Junction

Minster

Mogadore

Monroe

Montrose

Morning Sun

EXCHANGES IN LOCAL CALLING AREA

Middletown

Franklin

Germantown

Gratis

Monroe

Seven Mile

Trenton

Milledgeville

Bowersville

Jamestown

Jeffersonville

Washington Court House

Mingo Junction

Steubenville

Minster

Maria Stein

New Bremen

Mogadore

Akron

Kent

Uniontown

Monroe

Cincinnati

Hamilton

Middletown

Trenton

Cleveland Met. Area

Chesterland

Morning Sun

Camden

Oxford

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Mt. Orab

Murray City

Navarre

Nelsonville

New Albany

New Bremen

New Carlisle

New Holland

EXCHANGES IN LOCAL CALLING AREA

Mt. Orab
Clermont
Cincinnati
Fayetteville
Georgetown
Hamersville
Sardinia
Williamsburg

Murray City
Nelsonville
Shawnee

Navarre
Canton
Massillon

Nelsonville
Murray City
Shawnee

Columbus Met. Area

New Bremen
Minster
St. Mary's

New Carlisle
Christiansburg
Dayton Met. Area
Donnelsville
Medway
North Hampton
Springfield

New Holland
Bloomingburg
Washington Court House

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

New Lexington

New Lyme

New Marshfield

New Matamoras

New Riegel

New Waterford

Newcomerstown

EXCHANGES IN LOCAL CALLING AREA

New Lexington

Corning

Fultonham

Glenford

Roseville

Shawnee

Somerset

Thornville

New Lyme

Andover

Ashtabula

Dorset

Colebrook

Jefferson

Orwell

Rock Creek

New Marshfield

Athens

New Matamoras

Duffy

Graysville

Newport

New Riegel

Fostoria

Tiffin

New Waterford

Columbiana

East Palestine

Rogers

Newcomerstown

Gnadenhutten

West Lafayette

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Newport

Niles

North Canton

North Hampton

North Jackson

North Lima

North Royalton

Norwich

EXCHANGES IN LOCAL CALLING AREA

Newport

Marietta

New Matamoras

Niles

Girard

North Canton

Canal Fulton

Canton

Hartville

Louisville

Massillon

North Hampton

Christiansburg

Donnelsville

New Carlisle

Springfield

Tremont City

North Jackson

Canfield

Youngstown

North Lima

Canfield

Columbiana

Lowellville

Youngstown

Cleveland Met. Area

Chesterland

Norwich

Philo

Zanesville

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Olmsted Falls

Oxford

Painesville

Peebles

Perrysburg

Perrysville

Philo

Piqua

Pitchin

EXCHANGES IN LOCAL CALLING AREA

Cleveland Met. Area

Chesterland

Oxford

Hamilton

Morning Sun

Painesville

Kirtland

Leroy

Mentor

Willoughby

Peebles

Sinking Spring

Seaman

West Union

Toledo Met. Area

Perrysville

Ashland

Loudonville

Philo

Norwich

Roseville

Zanesville

Piqua

Fletcher - Lena

Pitchin

Cedarville

South Charleston

Springfield

Yellow Springs - Clifton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Polk

Rainsboro

Ravenna

Redhaw

Reily

Reynoldsburg

EXCHANGES IN LOCAL CALLING AREA

Polk

Ashland

Redhaw

Savannah

Sullivan

West Salem

Rainsboro

Hillsboro

Marshall

Ravenna

Kent

Mantua

Rootstown

Ashland

Congress

Polk

West Salem

Reily

Bethany

Bethel

Clermont

Cincinnati

Hamilton

Harrison

Little Miami

Mason

Newtownsville

Seven Mile

Shandon

Williamsburg

Columbus Met. Area

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Rio Grande

Ripley

Rogers

Rootstown

Roseville

Rushville

Russellville

EXCHANGES IN LOCAL CALLING AREA

Rio Grande

Gallipolis

Vinton

Walnut

Ripley

Aberdeen

Decatur

Georgetown

Russellville

Rogers

Columbiana

East Liverpool

East Palestine

Lisbon

New Waterford

Rootstown

Atwater

Kent

Marlboro

Ravenna

Roseville

Fultonham

New Lexington

Philo

Zanesville

Rushville

Lancaster

Somerset

Thornville

Russellville

Decatur

Georgetown

Ripley

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGES IN LOCAL CALLING AREA</u>
Salem	Salem Leetonia Lisbon
Salineville	Salineville Lisbon Wellsville
Sandusky	Sandusky Bloomington Castalia
Sardinia	Sardinia Georgetown Mowrystown Mt. Orab
Savannah	Savannah Ashland Polk
Sebring	Sebring Alliance
Sedalia	Sedalia Bloomington Jeffersonville London South Solon

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Seven Mile

Shade

Shandon

Sharon

Shawnee

EXCHANGES IN LOCAL CALLING AREA

Seven Mile

Bethany

Bethel

Clermont

Cincinnati

Hamilton

Harrison

Little Miami

Middletown

Newtonsville

Reily

Shandon

Trenton

Williamsburg

Shade

Athens

Shandon

Bethany

Bethel

Clermont

Cincinnati

Hamilton

Harrison

Little Miami

Mason

Newtonsville

Reily

Seven Mile

Williamsburg

Sharon

Shawnee

Corning

Murray City

Nelsonville

New Lexington

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGES IN LOCAL CALLING AREA</u>
Somerton	Somerton Barnesville Beallsville Bethesda Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield
South Solon	South Solon Cedarville Jamesville Jeffersonville London Sedalia South Charleston
South Vienna	South Vienna London South Charleston Springfield
Spencerville	Spencerville Buckland Lima Venedocia
Spring Valley	Spring Valley Dayton Met. Area Xenia

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Springfield

St. Mary's

Steubenville

Strongsville

Sugar Grove

Sugar Tree Ridge

Terrace

The Plains

EXCHANGES IN LOCAL CALLING AREA

Springfield

Donnelsville

Enon

New Carlisle

North Hampton

Pitchin

South Charleston

South Vienna

Tremont City

St. Mary's

Celina

New Bremen

Steubenville

Mingo Junction

Toronto

Cleveland Met. Area

Chesterland

Sugar Grove

Lancaster

Sugar Tree Ridge

Belfast

Danville

Hillsboro

Winchester

Cleveland Met. Area

Chesterland

Kirtland

The Plains

Athens

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGES IN LOCAL CALLING AREA</u>
Thornville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel
Toledo	Toledo Met. Area
Toronto	Toronto Steubenville Wellsville
Tremont City	Tremont City North Hampton Springfield
Trenton	Trenton Cincinnati Hamilton Middletown Monroe Seven Mile
Trinity	Cleveland Met. Area Chesterland
Uhrichsville	Uhrichsville Gnadenhuetten
Uniontown	Uniontown Akron Greensburg Mogadore

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Upper Sandusky

Vandalia

Victory

Vinton

Walnut

Washington Court House

Wellsville

West Jefferson

EXCHANGES IN LOCAL CALLING AREA

Upper Sandusky

Dayton Met. Area

Donnelsville

Enon

Medway

New Carlisle

Spring Valley

Cleveland Met. Area

Chesterland

Vinton

Cheshire

Gallipolis

Rio Grande

Walnut

Arabia

Gallipolis

Guyan

Rio Grande

Washington Court House

Bloomingburg

Jeffersonville

Milledgeville

New Holland

Wellsville

East Liverpool

Lisbon

Salineville

Toronto

Columbus Met. Area

London

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGES IN LOCAL CALLING AREA</u>
West Lafayette	West Lafayette Conesville Coshocton Newcomerstown
West Union	West Union Decatur Peebles Seamen Winchester
Westerville	Columbus Met. Area
Whitehouse	Toledo Met. Area
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor
Willoughby	Cleveland Met. Area Chesterland Kirtland Mentor Painesville
Winchester	Winchester Sardinia Seaman Sugar Tree Ridge West Union
Woodsfield	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA

Worthington

Xenia

Yellow Springs - Clifton

Youngstown

Zanesville

EXCHANGES IN LOCAL CALLING AREA

Columbus Met. Area

Xenia
Beavercreek
Bellbrook
Bowersville
Cedarville
Jamestown
Spring Valley
Yellow Springs - Clifton
Dayton

Yellow Springs - Clifton
Beavercreek
Cedarville
Dayton
Enon
Fairborn
Pitchin
Xenia

Youngstown
Canfield
Girard
Hubbard
Lowellville
North Jackson
North Lima

Zanesville
Dresden
Fultonham
Norwich
Philo
Roseville

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12 - RATES & CHARGES

12.1 CONNECTION CHARGES

12.1.1 Service Order Charge:

	<u>Business</u>		<u>Residence</u>	
	Min.	Max.	Min.	Max.
First	\$10	\$100	\$0.01	\$100
Additional	\$10	\$100	\$0.01	\$100

12.2 RESTORAL CHARGE

	<u>Business</u>		<u>Residence</u>	
	Min.	Max.	Min.	Max.
First	\$20.00	\$140.00	\$20.00	\$140.00
Additional	\$20.00	\$140.00	\$20.00	\$140.00

12.3 TIME AND MATERIALS CHARGE

	Min.	Max.
First 60 Minutes	\$0.01	\$200.00
Additional 30 Minute Increments	\$0.01	\$100.00

12.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

	Min.	Max.
Charge:	\$0.01	\$10.00

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12 - RATES & CHARGES* (Cont'd)

12.5 INTRALATA TOLL USAGE AND MILEAGE CHARGES

Time of Day Periods

DAY	8AM-5PM MONDAY -FRIDAY*
EVENING	5PM-11PM MONDAY-FRIDAY; 5PM-11PM SUNDAY* All day Christmas, New Years, Thanksgiving, Independence and Labor Days
NIGHT & WEEKEND	8AM SATURDAY - 5PM SUNDAY; 11PM-8AM EVERY DAY*

The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.
IntraLATA rates are not time of day sensitive.

CALLING AREA LEGEND

CALL AREA

	Min.	Max.	<u>LOCAL</u>	
	First	Min.	Addl.	Min.
Peak	\$0.01	\$0.20	\$0.01	\$0.20
Off-Peak	\$0.01	\$0.20	\$0.01	\$0.20

12.5.1 TOLL CHARGES FOR NETWORK SWITCHED SERVICES

CALL
AREA

	<u>Day</u>				<u>Evening</u>				<u>Night & Weekend</u>			
	Initial	Initial	Add'l	Add'l	Initial	Initial	Add'l	Add'l	Initial	Initial	Add'l	Add'l
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
0-10 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
11-14 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
15-18 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
19-24 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
25-30 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
31-55 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
55+ Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50

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12 - RATES & CHARGES (Cont'd)

12.5 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd.)

12.5.2 TOLL CHARGES FOR DS1 TRUNK SERVICES

<u>CALL</u>	<u>TOLL</u>											
	<u>Day</u>				<u>Evening</u>				<u>Night & Weekend</u>			
	<u>Initial</u> <u>Min</u>	<u>Initial</u> <u>Max</u>	<u>Add'l</u> <u>Min</u>	<u>Add'l</u> <u>Max</u>	<u>Initial</u> <u>Min</u>	<u>Initial</u> <u>Max</u>	<u>Add'l</u> <u>Min</u>	<u>Add'l</u> <u>Max</u>	<u>Initial</u> <u>Min</u>	<u>Initial</u> <u>Max</u>	<u>Add'l</u> <u>Min</u>	<u>Add'l</u> <u>Max</u>
0-10 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
11-14 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
15-18 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
19-24 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
25-30 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
31-55 Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
55+ Miles	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50

12.5.1 Per Call Service Charges*

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed	\$0.01	\$1.50
Person to Person Collect	\$0.01	\$4.80
Third Party Billed	\$0.01	\$2.50
Station to Station	\$0.01	\$2.50

* These charges are applied in addition to the toll usage charges specified above.

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12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES

12.6.1 Custom Calling Service

Rates and Charges

A. Monthly Charges

Rates for this service are located in the Rate Schedules for Section 12.7.1.1, Residential Network Switched Service and Sections 12.8.1.1, Business Network Switched Service.

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Sections 12.7.1.1(A), Residential Network Switched Service and Section 12.8.1.1(A), Business Network Switched Service.

12.6.2 CLASS Services

Rates and Charges

A. Monthly Charges

Rates for this service are located in the Rate Schedules for Sections 12.7.1.1, Residential Network Switched Service and Sections 12.8.1.1, Business Network Switched Service.

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Sections 12.7.1.1, Residential Network Switched Service and Sections 12.8.1.1, Business Network Switched Service.

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12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.3 Busy Line Verification and Interrupt Service

	Min.	Max.
Busy Line Verification Charge, each request	\$0.01	\$2.50
Verification and Interruption Charge, each request	\$0.01	\$3.00

12.6.4 Directory Assistance Service

	Min.	Max.
Directory Assistance	\$0.01	\$1.00
Directory Assistance Call Completion	\$0.01	\$1.50
Directory Assistance, 3 rd Party Billed	\$0.01	\$2.50

12.6.5 Local Operator Service*

	Min.	Max.
Customer Dialed	\$0.01	\$1.00
Person to Person	\$0.01	\$4.80
Third Number Billed	\$0.01	\$2.00
Station to Station	\$0.01	\$2.50

* These charges are applied in addition to the local usage charges specified above.

12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.7 Blocking Service

	Nonrecurring Charges*	
	Minimum	Maximum
500, 700, 900 Blocking		
- Residential	\$0.01	\$20.00
- Business	\$0.01	\$20.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

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12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.7 Blocking Service (Cont'd)

	Recurring		Nonrecurring	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Third Number Billed and Collect Call Restriction				
~ Residential	\$0.01	\$5.00	\$0.01	\$20.00
~ Business	\$0.01	\$5.00	\$0.01	\$20.00
Toll Restriction				
~ Residential	\$0.01	\$5.00	\$0.01	\$20.00
~ Business	\$0.01	\$5.00	\$0.01	\$20.00
Toll Restriction Plus Directory Assistance				
~ Residential	\$0.01	\$5.00	\$0.01	\$20.00
~ Business	\$0.01	\$5.00	\$0.01	\$20.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

12.6.8 Vanity Number Service

	Monthly Recurring		Non-Recurring	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Set-up Charges				
~ Residential	\$0.01	\$10.00	\$0.01	\$20.00
~ Business	\$0.01	\$10.00	\$0.01	\$20.00

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12 - RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES

12.7.1 Measured Rate Service

A. Base Service Line

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge, New Install:	\$10.00	\$75.00

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>	
	<u>Minimum</u>	<u>Maximum</u>
Month-to-Month	\$10.00	\$30.00
12 Month	\$10.00	\$30.00
24 Month	\$10.00	\$30.00
36 Month	\$10.00	\$30.00
48 Month	\$10.00	\$30.00
60 Month	\$10.00	\$30.00

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12 - RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd)

12.7.1.1 Custom Calling Features:

A. Standard Features - Per Line:

	<u>First</u>		<u>Additional</u>	
	Min.	Max.	Min.	Max.
Nonrecurring Connection Charge:	\$0.01	\$20.00	\$0.01	\$20.00

Monthly Charges:	Min.	Max.
Three-Way Conference, Consultation	\$0.01	\$10.00
Call Forwarding Variable	\$0.01	\$10.00
Call Forwarding Busy Line	\$0.01	\$10.00
Call Forwarding Don't Answer	\$0.01	\$10.00
Call Forwarding BL/DA	\$0.01	\$15.00
Call Waiting Terminating	\$0.01	\$15.00
Call Waiting Originating	\$0.01	\$15.00
Speed Calling One Digit (8)	\$0.01	\$10.00
Speed Calling Two Digit (30)	\$0.01	\$10.00
Call Forward Remote Access	\$0.01	\$5.00
Call Transfer	\$0.01	\$10.00
Direct Connect Line	\$0.01	\$5.00

% Discount applied to
individual feature prices.

Package Deals

	Minimum	Maximum
- Any 2 features	0%	50%
- Any 3 features	0%	50%
- Any 4 features	0%	50%

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12 - RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd)

12.7.1.1 Custom Calling Features: (Cont'd)

B. Hunt Group Charge:

	<u>First</u>		<u>Additional</u>	
	Min.	Max.	Min.	Max.
Nonrecurring Connection Charge:	\$0.01	\$20.00	\$0.01	\$20.00
Monthly Recurring Charges:	Min.	Max.		
- Sequential Hunting	\$0.01	\$10.00		
- Circular Hunting	\$0.01	\$10.00		

C. Hunting Line Charge:

	<u>First</u>		<u>Additional</u>	
	Min.	Max.	Min.	Max.
Nonrecurring Connection Charge:	\$0.01	\$20.00	\$0.01	\$20.00
- Sequential Hunting	\$0.01	\$20.00	\$0.01	\$20.00
- Circular Hunting	\$0.01	\$20.00	\$0.01	\$20.00
Monthly Recurring Charges:	Min.	Max.		
- Sequential Hunting	\$0.01	\$10.00		
- Circular Hunting	\$0.01	\$10.00		

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12 - RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd)

D. CLASS Features Line Charge:

<u>CLASS Features</u> <u>Line Charge:</u>	<u>Recurring</u> <u>Monthly</u>		<u>Nonrecurring</u>			
	Min.	Max.	Min.	<u>First</u> Max.	<u>Additional</u> Min.	Max.
Caller ID	\$2.50	\$15.00	\$1.00	\$20.00	\$1.00	\$20.00
Block Caller ID	\$0.01	\$ 5.00	\$1.00	\$20.00	\$1.00	\$20.00
Call Return	\$1.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00
Repeat Dialing	\$1.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00

D. CLASS Features Usage Charge:

<u>CLASS Features Usage Charge:</u>	<u>Per Use</u>	
	Min.	Max.
Call Return	\$0.01	\$1.00
Repeat Dialing	\$0.01	\$1.00
Call Trace	\$0.01	\$2.50

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12 - RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd.)

12.7.1 Measured Rate Service (Cont'd.)

B. Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section 12.5.

2. Term Commitment Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

<u>Term Period</u>	<u>Per Minute Rates</u>			
	<u>Local Calling</u>		<u>Toll</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
12 Month	\$0.01	\$0.10	\$0.040	\$0.150
24 Month	\$0.01	\$0.10	\$0.040	\$0.150
36 Month	\$0.01	\$0.10	\$0.040	\$0.150
48 Month	\$0.01	\$0.10	\$0.040	\$0.150
60 Month	\$0.01	\$0.10	\$0.040	\$0.150

12.7.2 Flat Rate Service

	<u>Min.</u>	<u>Max.</u>
Basic Monthly Service	\$7.50	\$50.00

12.8 BUSINESS NETWORK SWITCHED SERVICES

12.8.1 Measured Rate Service

A. Base Service Line

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge, New Install:	\$10.00	\$75.00

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>	
	<u>Minimum</u>	<u>Maximum</u>
Month-to-Month	\$10.00	\$30.00
12 Month	\$10.00	\$30.00
24 Month	\$10.00	\$30.00
36 Month	\$10.00	\$30.00
48 Month	\$10.00	\$30.00
60 Month	\$10.00	\$30.00

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P.U.C.O. No. 1

12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

12.8.1 Measured Rate Basic Business Line Service (Cont'd)

12.8.1.1 Custom Calling Features:

A. Standard Features - Per Line:

	<u>First</u>		<u>Additional</u>	
	Min.	Max.	Min.	Max.
Nonrecurring Connection Charge:	\$0.01	\$20.00	\$0.01	\$20.00
Monthly Charges:	Min.	Max.		
Three-Way Conference, Consultation	\$0.01	\$10.00		
Call Forwarding Variable	\$0.01	\$10.00		
Call Forwarding Busy Line	\$0.01	\$10.00		
Call Forwarding Don't Answer	\$0.01	\$10.00		
Call Forwarding BL/DA	\$0.01	\$15.00		
Call Waiting Terminating	\$0.01	\$15.00		
Call Waiting Originating	\$0.01	\$15.00		
Speed Calling One Digit (8)	\$0.01	\$10.00		
Speed Calling Two Digit (30)	\$0.01	\$10.00		
Call Forward Remote Access	\$0.01	\$5.00		
Call Transfer	\$0.01	\$10.00		
Direct Connect Line	\$0.01	\$5.00		

	% Discount applied to individual feature prices.	
Package Deals	Minimum	Maximum
- Any 2 features	0%	50%
- Any 3 features	0%	50%
- Any 4 features	0%	50%

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12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

12.8.1 Measured Rate Basic Business Line Service (Cont'd)

12.8.1.1 Custom Calling Features: (Cont'd)

B. Hunt Group Charge:

	First Min.	Max.	Additional Min.	Max.
Nonrecurring Connection Charge:	\$0.01	\$20.00	\$0.01	\$20.00
Monthly Recurring Charges:	Min.	Max.		
- Sequential Hunting	\$0.01	\$10.00		
- Circular Hunting	\$0.01	\$10.00		

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12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

12.8.1 Measured Rate Basic Business Line Service (Cont'd)

12.8.1.1 Custom Calling Features: (Cont'd)

C. Hunting Line Charge:

	<u>First</u>		<u>Additional</u>	
	Min.	Max.	Min.	Max.
Nonrecurring Connection Charge:				
- Sequential Hunting	\$0.01	\$20.00	\$0.01	\$20.00
- Circular Hunting	\$0.01	\$20.00	\$0.01	\$20.00
Monthly Recurring Charges:	Min.	Max.		
- Sequential Hunting	\$0.01	\$10.00		
- Circular Hunting	\$0.01	\$10.00		

<u>CLASS Features</u>	<u>Recurring Monthly</u>		<u>Nonrecurring</u>			
	Min.	Max.	<u>First</u>		<u>Additional</u>	
<u>Line Charge:</u>			Min.	Max.	Min.	Max.
Caller ID	\$2.50	\$15.00	\$1.00	\$20.00	\$1.00	\$20.00
Block Caller ID	\$0.01	\$ 5.00	\$1.00	\$20.00	\$1.00	\$20.00
Call Return	\$1.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00
Repeat Dialing	\$1.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00

CLASS Features Usage Charge:

	<u>Per Use</u>	
	Min.	Max.
Call Return	\$0.01	\$1.00
Repeat Dialing	\$0.01	\$1.00
Call Trace	\$0.01	\$2.50

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12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd.)

12.8.1 Measured Rate Service (Cont'd.)

B. Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section 12.5.

2. Term Commitment Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

<u>Term Period</u>	<u>Per Minute Rates</u>			
	<u>Local Calling</u>		<u>Toll</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
12 Month	\$0.01	\$0.10	\$0.040	\$0.150
24 Month	\$0.01	\$0.10	\$0.040	\$0.150
36 Month	\$0.01	\$0.10	\$0.040	\$0.150
48 Month	\$0.01	\$0.10	\$0.040	\$0.150
60 Month	\$0.01	\$0.10	\$0.040	\$0.150

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12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

12.8.2 PBX Trunk Service

A. DS1 PBX Trunk Service

Where appropriate facilities do not exist, Special Construction charges will also apply.

Measured Usage Charges:

Measured Usage Charges for DS1 Trunks are the same as those indicated for a basic business line.

	Monthly Recurring		Non-Recurring	
	Minimum	Maximum	Minimum	Maximum
T1 Service				
- MTM*	\$250.00	\$1500.00	\$200.00	\$1000.00
- 1 Year Term *	\$250.00	\$1250.00	\$200.00	\$1000.00
- 2 Year Term *	\$250.00	\$1250.00	\$200.00	\$1000.00
- 3 Year Term *	\$250.00	\$1000.00	\$200.00	\$1000.00
Per Channel (DS0)				
- 10 Channel	\$15.00	\$75.00	\$20.00	\$100.00
- DID 20 Numbers Block	\$1.25	\$ 5.50	\$2.50	\$20.00
- DID 100 Numbers	\$5.00	\$50.00	\$2.50	\$20.00

Measured Usage Charges for DS1 Trunks are the same as those indicated for a basic business line.

* Includes group of 24 ports and transport facility.

12.8.3 Integrated Services Digital Network Primary Rate Interface

	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
T1Service - MTM (includes DTF, Port, & EUCL)	\$ 200.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00
T1Service - 1YR	150.00	1,000.00	200.00	1,000.00
T1Service - 2YR	125.00	900.00	200.00	1,000.00
T1Service - 3YR	100.00	750.00	200.00	1,000.00

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12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd.)

12.8.4 DS1Trunk Service

Where appropriate facilities do not exist, Special Construction charges will also apply.

A. Monthly Recurring and Non-Recurring Charges

<u>Term of Service</u>	<u>Monthly Recurring</u>		<u>Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
MTM	\$250.00	\$1250.00	\$150.00	\$1000.00
12 Month	\$150.00	\$800.00	\$150.00	\$1000.00
24 Month	\$100.00	\$800.00	\$150.00	\$1000.00
36 Month	\$100.00	\$750.00	\$150.00	\$1000.00
48 Month	\$100.00	\$700.00	\$150.00	\$1000.00
60 Month	\$100.00	\$700.00	\$150.00	\$1000.00

Per Channel (DSO)
-10 Channel

<u>Term of Service</u>	<u>Monthly Recurring</u>		<u>Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
MTM	\$7.50	\$40.00	\$10.00	\$100.00
12 Month	\$7.50	\$40.00	\$10.00	\$100.00
24 Month	\$7.50	\$40.00	\$10.00	\$100.00
36 Month	\$7.50	\$40.00	\$10.00	\$100.00
48 Month	\$5.00	\$30.00	\$10.00	\$100.00
60 Month	\$5.00	\$30.00	\$10.00	\$100.00

	<u>Monthly Recurring</u>		<u>Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
DID 20 Numbers Block	\$1.00	\$5.00	\$2.50	\$25.00
DID 100 Numbers Block	\$5.00	\$25.00	\$2.50	\$25.00

* Includes a group of 24 ports and transport facility

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12 - RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd.)

12.8.4 DS1 Trunk Service (Cont'd.)

B. Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section 12.5.

2. Term Commitment Rates

Customers who agree to subscribe to DS1 Trunk Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

<u>Term Period</u>	<u>Per Minute Rates</u>			
	<u>Local Calling</u>		<u>Toll</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
12 Month	\$0.010	\$0.075	\$0.025	\$0.200
24 Month	\$0.010	\$0.075	\$0.025	\$0.200
36 Month	\$0.010	\$0.075	\$0.025	\$0.200
48 Month	\$0.010	\$0.075	\$0.025	\$0.200
60 Month	\$0.010	\$0.075	\$0.025	\$0.200

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12 - RATES & CHARGES (Cont'd)

12.9 ALTERNATE TELEPHONE NUMBER LISTINGS

	Monthly		Nonrecurring			
	Min.	Max.	First	Max.	Additional	Max.
Non-Published						
- Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
- Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Non-Listed						
- Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
- Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Additional Listing						
- Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
- Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Cross-Reference Listing						
- Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
- Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Extra Line Listing						
- Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
- Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Foreign Listing						
- Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
- Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00

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12 - RATES & CHARGES (Cont'd)

12.10 BUNDLED SERVICES PLANS (Cont'd.)

12.10.1 MEASURED RATE BASIC LINE SERVICE

A. Rates and Charges

The monthly recurring charges and usage sensitive vary by commitment period and are as follows:

1. Two Product Bundling

<u>Term</u> <u>Period</u>	<u>Monthly Recurring</u>		<u>Per Minute Rates</u>			
	<u>Charge</u>		<u>Local Calling</u>		<u>Toll</u>	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$5.00	\$30.00	\$0.0050	\$0.0500	\$0.0200	\$1.500
24 Month	\$5.00	\$30.00	\$0.0050	\$0.0500	\$0.0200	\$1.500
36 Month	\$4.00	\$30.00	\$0.0050	\$0.0500	\$0.0200	\$1.500
48 Month	\$4.00	\$30.00	\$0.0050	\$0.0500	\$0.0150	\$1.500
60 Month	\$4.00	\$30.00	\$0.0050	\$0.0500	\$0.0100	\$1.500

2. Three Product Bundling

<u>Term</u> <u>Period</u>	<u>Monthly Recurring</u>		<u>Per Minute Rates</u>			
	<u>Charge</u>		<u>Local Calling</u>		<u>Toll</u>	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$4.00	\$30.00	\$0.0050	\$0.0500	\$0.0200	\$1.500
24 Month	\$3.00	\$30.00	\$0.0050	\$0.0500	\$0.0150	\$1.500
36 Month	\$2.50	\$30.00	\$0.0050	\$0.0500	\$0.0150	\$1.500
48 Month	\$2.50	\$25.00	\$0.0050	\$0.0500	\$0.0100	\$1.500
48 Month	\$2.50	\$25.00	\$0.0050	\$0.0500	\$0.0100	\$1.500

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12 - RATES & CHARGES (Cont'd)

12.10 BUNDLED SERVICES PLANS (Cont'd.)

12.10.2 DS1 TRUNK SERVICE

A. Rates and Charges

The monthly recurring charges and usage sensitive rates vary by commitment period and are as follows:

1. Two Product Bundling

Term Period	Monthly Recurring Charge		Per Minute Rates			
			Local Calling		Toll	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$150.00	\$750.00	\$0.005	\$0.050	\$0.0250	\$0.100
24 Month	\$100.00	\$750.00	\$0.005	\$0.050	\$0.0250	\$0.100
36 Month	\$100.00	\$700.00	\$0.005	\$0.050	\$0.0250	\$0.100
48 Month	\$100.00	\$600.00	\$0.005	\$0.050	\$0.0250	\$0.100
60 Month	\$100.00	\$600.00	\$0.005	\$0.050	\$0.0250	\$0.100

2. Three Product Bundling

<u>Term Period</u>	<u>Monthly Recurring Charge</u>		<u>Per Minute Rates</u>			
			<u>Local Calling</u>		<u>Toll</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
12 Month	\$100.00	\$600.00	\$0.005	\$0.050	\$0.0100	\$0.100
24 Month	\$100.00	\$500.00	\$0.005	\$0.050	\$0.0100	\$0.100
36 Month	\$100.00	\$500.00	\$0.005	\$0.050	\$0.0100	\$0.100
48 Month	\$100.00	\$400.00	\$0.005	\$0.050	\$0.0100	\$0.0750
60 Month	\$75.00	\$400.00	\$0.005	\$0.050	\$0.0100	\$0.0750

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13. SERVICE AREA MAP

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Addendum A

Original Page A-1

Effective Rate Schedule

A. Telephone Surcharges/Taxes

In addition to all recurring, non-recurring, minimum usage, or special charges, the subscriber shall pay each of the following surcharges designed to recover Ohio utility taxes imposed on Carrier:

- (i) State Tax Surcharge, imposed on all charges for recurring, non-recurring, minimum, usage, or special charges for intrastate service as follows:

<u>Period</u>	<u>Surcharge</u>
7/1/2000 & beyond	2.8273%

The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber pursuant to Section 2.6.1 of this tariff.

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P.U.C.O. No. 1

Addendum B

Original Page B-1

Effective Rate Schedule

RATES & CHARGES

B.1 CONNECTION CHARGES

B.1.1 Service Order Charge:

	<u>Business</u>	<u>Residence</u>
First	\$50.50	\$50.50
Additional	\$50.50	\$50.50

B.2 RESTORAL CHARGE

	<u>Business</u>	<u>Residence</u>
First	\$79	\$79
Additional	\$79	\$79

B.3 TIME AND MATERIALS CHARGE

First 60 Minutes	\$129.00
Additional 30 Minute Increments	\$41.00

B.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Charge:	\$5.00
---------	--------

B.5 INTRALATA TOLL USAGE AND MILEAGE CHARGES

Time of Day Periods

DAY	8AM-5PM MONDAY -FRIDAY*
EVENING	5PM-11PM MONDAY-FRIDAY; 5PM-11PM SUNDAY* All day Christmas, New Years, Thanksgiving, Independence and Labor Days
NIGHT & WEEKEND	8AM SATURDAY - 5PM SUNDAY; 11PM-8AM EVERY DAY*

The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.
IntraLATA rates are not time of day sensitive.

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Addendum B

Original Page B-2

Effective Rate Schedule

RATES & CHARGES (Cont'd.)

B.5 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

CALLING AREA LEGEND

<u>CALL AREA</u>	<u>LOCAL</u>
	<u>First Min.</u> <u>Addl. Min.</u>
Peak	\$0.02 \$0.02
Off-Peak	\$0.02 \$0.02

B.5.1 TOLL CHARGES FOR NETWORK SWITCHED SERVICES

<u>CALL AREA</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WE</u>	
	<u>Initial</u>	<u>Additional</u>	<u>Initial</u>	<u>Additional</u>	<u>Initial</u>	<u>Additional</u>
	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>
0-10 Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
11-14 Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
15-18 Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
19-24 Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
25-30 Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
31-55 Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
55+ Miles	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09

B.5.2 TOLL CHARGES FOR DS1 TRUNK SERVICES

<u>CALL AREA</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WE</u>	
	<u>Initial</u>	<u>Additional</u>	<u>Initial</u>	<u>Additional</u>	<u>Initial</u>	<u>Additional</u>
	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>
0-10 Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075
11-14 Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075
15-18 Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075
19-24 Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075
25-30 Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075
31-55 Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075
55+ Miles	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075	\$0.075

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(616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No.
TC1:459104.2

RVP FIBER COMPANY, L.L.C.

P.U.C.O. No. 1

Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd)

B.5 INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

B.5.1 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Customer Dialed*	\$0.50
Person to Person Collect*	\$3.49
Third Party Billed*	\$1.33
Station to Station*	\$1.58

* These charges are applied in addition to the toll usage charges specified in Section B.5.

B.6 SUPPLEMENTAL SERVICES

B.6.1 Custom Calling Service

Rates and Charges

1. Monthly Charges

Rates for this service are located in the Rate Schedules for Section B.7.1.1, Residential Network Switched Service and Section B.8.1.1, Business Network Switched Service.

2. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section B.7.1.1(A), Residential Network Switched Service and Section B.8.1.1(A), Business Network Switched Service.

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Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd)

B.6 SUPPLEMENTAL SERVICES (Cont'd)

B.6.2 CLASS Services

Rates and Charges

A. Monthly Charges

Rates for these services are located in the Rate Schedules for Section B.7.1.1, Residential Network Switched Service, and Section B.8.1.1, Business Network Switched Service.

C. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section B.7.1.1, Residential Network Switched Service and Section B.8.1.1, Business Network Switched Service.

B.6.3 Busy Line Verification and Interrupt Service

Busy Line Verification Charge, each request	\$1.25
Verification and Interruption Charge, each request	\$1.75

B.6.4 Directory Assistance Service

Directory Assistance	\$0.45
Directory Assistance Call Completion	\$0.50
Directory Assistance, 3 rd Party Billed	\$1.25

B.6.5 Local Operator Service*

	Per Call
Customer Dialed	\$0.50
Person to Person Collect	\$3.49
Third Party Billed	\$1.33
Station to Station	\$1.58

* These charges are applied in addition to the local usage charges specified in Section B.5.

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Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd)**B.6 SUPPLEMENTAL SERVICES (Cont'd)****B.6.6 Blocking Service****Nonrecurring Charges***

500, 700, 900 Blocking

- Residential

\$10.00

- Business

\$10.00

A \$10 charge only applies when adding blocking to an access line after initial conversion.

B.6.7 Blocking Service

Third Number Billed and Collect Call Restriction	Monthly Charges	
	<u>Recurring</u>	<u>Non-Recurring</u>
- Residential	\$0.01	\$10.00
- Business	\$0.01	\$10.00
Toll Restriction		
- Residential	\$0.01	\$10.00
- Business	\$0.01	\$10.00
Toll Restriction Plus Directory Assistance		
- Residential	\$0.01	\$10.00
- Business	\$0.01	\$10.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

B.6.8 Vanity Number Service

	Monthly Recurring	Non-Recurring
Residential Customer	\$5.25	\$10.00
Business Customer	\$5.25	\$10.00

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Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd.)

B.7 RESIDENTIAL NETWORK SWITCHED SERVICES

B.7.1 Measured Rate Service

Nonrecurring Connection Charge, New Install: \$45.00

Monthly recurring Charges:

-Each Base Service Line \$22.00

B.7.1.1 Custom Calling Features:

A. Standard Features - Per Line:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Charges:

Three-Way Conference, Consultation	\$5.25
Call Forwarding Variable	\$5.25
Call Forwarding Busy Line	\$5.25
Call Forwarding Don't Answer	\$5.25
Call Forwarding BL/DA	\$8.00
Call Waiting Terminating	\$8.00
Call Waiting Originating	\$8.00
Speed Calling One Digit (8)	\$5.25
Speed Calling Two Digit (30)	\$5.25
Call Forward Remote Access	\$2.25
Call Transfer	\$5.25
Direct Connect Line	\$2.75

Any 2 features, 10% off

Any 3 features, 15 % off

Any 4 features, 20 % off

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RATES & CHARGES (Cont'd)

B.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

B.7.1 Measured Rate Service (Cont'd)

B.7.1.1 Custom Calling Features: (Cont'd)

B. Hunt Group Charge:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Recurring Charges:

Sequential Hunting	\$0.00
Circular Hunting	\$0.00

C. Hunting Line Charge:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Recurring Charges:

Sequential Hunting	\$0.00
Circular Hunting	\$0.00

D. CLASS Features Line Charge:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Recurring Charges Per Line, Per Month

Caller ID	\$8.00
Caller ID Blocking	\$0.00
Call Return	\$5.25
Repeat Dialing	\$5.25

E. CLASS Features Usage Charge:

	<u>Per Use</u>
Call Return	\$0.50
Repeat Dialing	\$0.50
Call Trace	\$1.50

See Rate Schedule in Section B.5.

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Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd.)

B.8 BUSINESS NETWORK SWITCHED SERVICES

B.8.1 MEASURED RATE SERVICE

A. Base Service Line

Nonrecurring Connection Charge, New Install: \$45.00
-Each Base Service Line

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>
Month-to-Month	\$22.00
12 Month	\$19.50
24 Month	\$18.50
36 Month	\$17.50
48 Month	\$16.50
60 Month	\$15.50

B.8.1.1 Custom Calling Features:

A. Standard Features - Per Line:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Charges:

Three-Way Conference, Consultation	\$5.25
Call Forwarding Variable	\$5.25
Call Forwarding Busy Line	\$5.25
Call Forwarding Don't Answer	\$5.25
Call Forwarding BL/DA	\$8.00
Call Waiting Terminating	\$8.00
Call Waiting Originating	\$8.00
Speed Calling One Digit (8)	\$5.25
Speed Calling Two Digit (30)	\$5.25
Call Forward Remote Access	\$2.25
Call Transfer	\$5.25
Direct Connect Line	\$2.75

Any 2 features, 10% off; Any 3 features, 15 % off; Any 4 features, 20 % off

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Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd)

B.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

B.8.1 Measured Rate Service (Cont'd)

B.8.1.1 Custom Calling Features: (Cont'd)

B. Hunt Group Charge:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Recurring Charges:

Sequential Hunting	\$0.00
--------------------	--------

Circular Hunting	\$0.00
------------------	--------

C. Hunting Line Charge:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Recurring Charges:

Sequential Hunting	\$0.00
--------------------	--------

Circular Hunting	\$0.00
------------------	--------

D. CLASS Features Line Charge:

	<u>First</u>	<u>Additional</u>
Nonrecurring Connection Charge:	\$10.00	\$10.00

Monthly Recurring Charges Per Line, Per Month

Caller ID	\$8.00
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Caller ID Blocking	\$0.00
--------------------	--------

Call Return	\$5.25
-------------	--------

Repeat Dialing	\$5.25
----------------	--------

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Addendum B

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Effective Rate Schedule

RATES & CHARGES_(Cont'd)

B.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

B.8.1 MEASURED RATE SERVICE (Cont'd.)

B.8.1.1 Custom Calling Features: (Cont'd)

E.	<u>CLASS Features Usage Charge:</u>	<u>Per Use</u>
	Call Return	\$0.50
	Repeat Dialing	\$0.50
	Call Trace	\$1.50

B.8.1.2 Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section B.5.

2. Term Commitment Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

<u>Term Period</u>	<u>Per Minute Rates</u>	
	<u>Local Calling</u>	<u>Toll</u>
12 Month	0.020	0.090
24 Month	0.019	0.086
36 Month	0.018	0.081
48 Month	0.017	0.077
60 Month	0.016	0.072

B.8.2 FLAT RATE SERVICE

Basic Monthly Service	\$22.00
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Addendum B

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Effective Rate Schedule

RATES & CHARGES (Cont'd)

B.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

B.8.2 PBX Trunk Service

A. DS1 PBX Trunk Service

Where appropriate facilities do not exist, Special Construction charges will also apply.

Measured Usage Charges:

Measured Usage Charges for DS1 Trunks are the same as those indicated for a basic business line.

	Monthly Recurring	Non-Recurring
T1 Service - MTM*	\$800.00	\$500.00
T1 Service - 1 year term*	\$750.00	\$500.00
T1 Service - 2 year term*	\$700.00	\$500.00
T1 Service - 3 year term*	\$525.00	\$500.00

	Monthly Recurring	Non-Recurring
Per Channel (DSO), -10 Channel	\$40.00	\$50.00
DID 20 Numbers Block	\$ 3.25	\$10.00
DID 100 Numbers Block	\$16.00	\$10.00

Measured Usage Charges for DS1 Trunks are the same as those indicated for a basic business line.

* Includes group of 24 ports and transport facility.

B.8.3 Integrated Services Digital Network Primary Rate Interface

	Monthly Recurring Charges	Non- Recurring Charges
T1Service - MTM (includes DTF, Port, & EUCL)	\$ 800.00	\$ 500.00
T1Service - 1YR	\$ 550.00	\$ 500.00
T1Service - 2YR	\$ 525.00	\$ 500.00
T1Service - 3YR	\$ 400.00	\$ 500.00

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Addendum B

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Effective Rate Schedule

B.8 RETURNED CHECK CHARGE

Returned Check Charge

\$20.00 For each returned check.

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Addendum C

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Effective Rate Schedule

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. Voice Mail Services

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNT LEVEL</u>	
	<u>Urban discount</u>	<u>Rural discount</u>
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 2

TITLE PAGE

SCHEDULE OF

RVP FIBER COMPANY, L.L.C.

This tariff applies to the interexchange telecommunications services furnished by RVP Fiber Company, L.L.C. ("Carrier") between one or more points in 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 Carrier's principal place of business,

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 2**CHECK PAGE**

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

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Issued: March 19, 2001**Effective:**

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 2

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1 - Technical Terms and Abbreviations

2 - Rules and Regulations

3 - Explanation of Rates

4 - Description of Services and Rates

Addendum A - Tax Surcharges

Addendum B - Effective Rate Schedule

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

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. Sheet 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 Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page 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).(1).
- 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains 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.

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 2

1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to RVP Fiber Company, L.L.C.

Commission - Refers to the Public Utilities Commission of Ohio.

Common Carrier - A company or entity providing telecommunications services to the public.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

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2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

2.2 Use of Service

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 2

RULES AND REGULATIONS (Cont'd)

2.2.8 Carrier's services shall not be used to transmit impermissible content.

2.3 Liability of Carrier

2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.3.8 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.
- 2.3.10 The Company is not liable for any claims for loss or damages involving:
- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
 - B. Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
 - C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - D. Any act or omission in connection with the provision of 911, E911 or similar services;
 - E. Any noncompletion of calls due to network busy conditions.
- 2.3.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.11 (Cont'd)

- B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.

2.3.13 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.3.14 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.

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.
- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.1 General (Cont'd)

- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and 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 inoperative but declines to release it for testing and repair, 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 Carrier to be impaired.

2.5.2 Limitations on Allowances

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to Carrier 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 Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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2. RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service for Cause

- 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due for violation of any of the provisions of this tariff;
 - B. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
 - C. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due on the date specified on the Customer's bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

2.8 Minimum Use Contracts

- 2.8.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.
- 2.8.2 Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

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2. RULES AND REGULATIONS (Cont'd)

2.8 Minimum Use Contracts (Cont'd)

2.8.3 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Public Utilities Commission of Ohio. The Commission's address is:

Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, Ohio 43215-3793

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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2. RULES AND REGULATIONS (Cont'd)

2.12 Deposits

2.12.1 Deposit Requirements

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. Any applicant who is either not a previous Customer having established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customers' creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customers' credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing.

2.12.2 Amount of Deposit

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of usage of Carrier's services for any specific Customer. *The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service.* The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions, and will not exceed an amount equal to two months charges. Interest on deposits held for thirty days or more will be paid at a rate of 7% per annum or as permitted under Commission rules.

2.13 Telephone Surcharges/Taxes/Contributions

The customer is responsible for the 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 a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, 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.

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.15 Promotions

Carrier may from time to time offer promotional services.

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2. RULES AND REGULATIONS (Cont'd)

2.16 Automatic Number Identification Terms and Conditions

Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

2.17 Schools and Libraries Discount Program

2.17.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

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2. RULES AND REGULATIONS (Cont'd)

2.17 Schools and Libraries Discount Program (Cont'd)

2.17.1 General (Cont'd)

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.17.2 Regulations

A. Obligations of Eligible Schools and Libraries

1. Requests for Service

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Services requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

A. Obligations of Carrier

- 1. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- 2. Carrier will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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2. RULES AND REGULATIONS (Cont'd)

2.17 Schools and Libraries Discount Program (Cont'd)

2.17.2 Regulations (Cont'd)

A. Obligations of Carrier (Cont'd)

3. In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Public Utilities Commission of Ohio approval.

2.17.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

2.18 Health Care Providers Support Program

2.18.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

2.18.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.

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2. RULES AND REGULATIONS (Cont'd)

2.18 Health Care Providers Support Program (Cont'd)

2.18.2 Regulations (Cont'd)

- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
 - 1. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
 - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

2.18.3 Responsibility of the Company

- 1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
- 2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- 3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Public Utilities Commission of Ohio approval.

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2. RULES AND REGULATIONS (Cont'd)

2.18 Health Care Providers Support Program (Cont'd)

2.18.4 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location.

1. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in Ohio State with a population of at least 50,000.

2.19 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

2.20 Blocking of Service

The Company's facilities can not be used to originate calls to Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or is otherwise in violation of this tariff.

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RVP FIBER COMPANY, L.L.C.
P.U.C.O. No. 2

3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

3.2 Distance-Based Charges

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

$$\text{FORMULA} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (a) Day Rate Period - The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Evening Rate Period - The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.

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P.U.C.O. No. 2

3. EXPLANATION OF RATES (Cont'd)

3.4 Time Periods for Rate Applicability (Cont'd)

- (c) Night Rate Period - The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (d) Holidays - On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (e) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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4. DESCRIPTION OF SERVICES AND RATES

4.1 Postpaid Calling Card

4.1.1 Description of Service

Carrier offers Postpaid Calling Card (non-operator assisted, direct-dial calling as well as access to directory assistance) to customers who select Carrier as their long distance carrier and request a calling card on the letter of Authorization (LOA) submitted to Carrier for activation. This product is offered to Customers through agents who have contracted with Carrier to market this service to said Customers.

A. Direct Dialed Calls

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls.

Customers access Postpaid Calling Card by:

1. Dialing 1+ toll free number (800/888) - as indicated on reverse of card.
2. At voice prompt, entering card number.
3. At voice prompt, entering desired destination number by dialing It (Area Code [NPA]) + (Exchange [NXX]) + (Station [XXXX]).

Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier.

The charges for usage on this card will be billed on the customer's Local Exchange Company. (LEC) bill using the customer's billing telephone number.

Rates for direct dialed calls will be per minute of usage, twenty-four (24) hours per day, and seven days per week, 365 days per year.

B. Directory Assistance Calls

Customers who use the card for accessing Directory Assistance will be assessed a per call Directory Assistance charge in addition to the direct dialed per minute usage rates referred to above.

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4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.1 Postpaid Calling Card (Cont'd)

4.1.2 Rates and Charges

Direct Dialed Calls	<u>Min</u>	<u>Max</u>
Per Minute Charge:	\$0.10	\$1.00

Directory Assistance Calls	<u>Min</u>	<u>Max</u>
Per Call Charge:	\$0.25	\$2.50

4.2 800/888 Service (Toll free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

Per Minute Charge:	<u>Min</u>	<u>Max</u>
	\$0.05	\$1.00

Per Number/ Per Month	<u>Min</u>	<u>Max</u>
	\$1.00	\$10.00

4.3 1+ Long Distance Telecommunications Services

1+ long distance telecommunications services ("1+") consist of flat-rated direct dialed long distance services that allow Customers to place direct dialed calls to terminating locations within the State. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in 60 second initial and 60 additional billing increments.

<u>Min</u>	<u>Max</u>
\$0.05	\$0.30

4.4 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

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4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.5 Operator Assisted Services

The Company's Long Distance Operator Assisted Services are available for use by presubscribed Customers of the Company's Outbound/Inbound Long Distance Service. Calls are billed in six (6) second increments, after an initial minimum period of eighteen (18) seconds, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer. Each call is rounded up to the nearest one-tenth of a minute after the first minute.

4.5.1 Operator Services Call Types and Billing Arrangements

- A Person-to-Person: A per call charge that applies in addition to long distance 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 arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. This charge does not apply unless the specified party or an acceptable substitute is available.
- B Station-to-Station (also referred to as "sent paid"): A per call charge that applies in addition to long distance usage charges for non-Person-to-Person calls placed with the assistance of a Company operator. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party.
- C Third Party Billed: A billing arrangement whereby charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements for Third Party Billed calls.
- D Collect Billed: A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements for Collect Billed calls.
- E 0+ Mechanized Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a mechanized operator (i.e., a recorded announcement) requesting the caller to enter the billing information.
- F 0+ Time Out Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a live operator or mechanized operator (i.e., recorded announcement) requesting the caller to enter the billing information.
- G 0- Calls: Calls made by dialing zero only and the caller then waits for the operator to pick up the line and assist to the caller in placing and/or billing for the call.

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4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.5 Operator Assisted Services (Cont'd)

4.5.1 Operator Services Call Types and Billing Arrangements(Cont'd)

H Time Charge Calls: Calls made by dialing 0- or 0+, where the caller asks the operator to place the call, and return to the line at the end of the call and provide the customer with the cost for the completed call.

<u>Min</u>	<u>Max</u>
\$0.10	\$2.00

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RVP FIBER COMPANY LLC.
P.U.C.O. No. 2
Addendum A

Original Page No. A-1

Tax Surcharges

A. Telephone Surcharges/ Taxes/ Contributions

In addition to all recurring, non-recurring, minimum usage, or special charges, the subscriber shall pay each of the following surcharges designed to recover Ohio utility taxes imposed on Carrier:

- (i) State Tax Surcharge, imposed on all charges for recurring, non-recurring, minimum, usage, or special charges for intrastate service as follows:

<u>Period</u>	<u>Surcharge</u>
7/1/2000 & beyond	2.5641%

The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber pursuant to Section 2.13 of this tariff.

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P.U.C.O. Tariff No. 2
Addendum B

RVP FIBER COMPANY, L.L.C..

Original Page No. B-1

Effective Rate Schedule

RATES

1. 1+ Long Distance Telecommunication Services \$0.099 Per minute
18/6 Rounding (Additional bundling discount of
10% with purchase of local service)
2. Post Calling Card

Per Minute Charge
- Direct Dialed Calls \$0.199
(30/6 Rounding)

Per Call Charge
- Directory Assistance Calls \$1.250
3. 800/888 Toll Free \$0.099 Per minute
\$2.00 Per number/per month
4. Operator and Directory Services \$0.55 + Per minute cost of call
5. 1+ Long Distance Telecommunications Services \$0.075 Per minute

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RVP FIBER COMPANY, L.L.C.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SWITCHED AND DEDICATED
ACCESS SERVICES WITHIN
THE STATE OF OHIO

This tariff applies to the intrastate charges applying to access telecommunications services furnished by RVP Fiber Company, L.L.C. ("Carrier") between one or more points within the State of Ohio. This tariff is on file with the Ohio State Public Utilities Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business,

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CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
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8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
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14	Original	44	Original	74	Original
15	Original	45	Original	75	Original
16	Original	46	Original	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	Original	51	Original	A-1	Original
22	Original	52	Original	A-2	Original
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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SYMBOLS

When changes are made in any tariff page, a revised page will be issued replacing the tariff page affected. Changes will be identified on the revised page through the use of the following symbols:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicated Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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1. GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate access telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Ohio State Public Service Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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1. GENERAL REGULATIONS (Cont'd.)

1.2 DEFINITIONS (Cont'd.)

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - RVP FIBER COMPANY, L.L.C.

COMMISSION - The Public Utilities Commission of Ohio.

CUSTOMER - The person, firm or corporation which directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network. Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

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1. GENERAL REGULATIONS (Cont'd.)

1.2 DEFINITIONS (Cont'd.)

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

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1. GENERAL REGULATIONS (Cont'd.)

1.2 DEFINITIONS (Cont'd.)

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

1.3 UNDERTAKING OF THE COMPANY

1.3.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 OBLIGATION OF THE COMPANY

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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.

- 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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY

- A. The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in this tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

J. The Company is not liable for any claims for loss or damages involving:

- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (2) Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
- (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (4) Any act or omission in connection with the provision of 911, E911 or similar services;
- (5) Any noncompletion of calls due to network busy conditions;

K. Claims

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

K. Claims (Cont'd)

(2) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

(3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.

M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

N. 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.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

O. Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- (1) a local exchange carrier;
- (2) customer premise equipment; or
- (3) the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

1.3.4 TESTING, MAINTENANCE, AND ADJUSTING

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

1.3.5 NON-ROUTING 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.6 OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

1.3.7 RIGHTS-OF-WAY

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.3.8 SERVICES PROVIDED BY OTHER CARRIERS

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

1.3.9 GOVERNMENTAL AUTHORIZATIONS

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

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.10 ASSIGNMENT

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

1.3.11 NETWORK MANAGEMENT

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

1.3.12 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

1.3.13 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

1. GENERAL REGULATIONS (Cont'd.)

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1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.14 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or are otherwise in violation of this Tariff.

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
 - (1) For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd.)

D. (Cont'd.)

- (2) For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
- (a) the monthly rates;
 - (b) the assumed minutes of use charge; or
 - (c) the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

E. No credit allowance will be made for:

- (1) Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (2) Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- (3) Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
- (4) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
- (5) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd.)

E. (Cont'd.)

- (6) Interruptions of service due to circumstances beyond the control of the Company.

1.3.16 TRANSMISSION SPECIFICATIONS

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

1.3.17 PROVISION OF SERVICE PERFORMANCE DATA

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

1.3.18 ACCEPTANCE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

1.3.19 ROUTINE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

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1. GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.20 DETERMINATION OF THE NUMBER OF TRANSMISSION PATHS

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

1.3.21 TRUNK GROUP MEASUREMENT REPORTS

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

1.4 PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- E. Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- F. The services of the Company shall not be used to transmit impermissible content.
- G. A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

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2. RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICES

2.1.1 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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2. RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.1 Use of Service (Cont'd.)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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2. RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.5 Minimum Use Contracts

The Company may offer services that require a minimum use guarantee ("MUG"). The Customer agrees to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Customer choose to terminate a MUG agreement prior to its expiration date of, the Customer will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Company's approval, Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Customer's agreement, Customer will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

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2. RULES AND REGULATIONS (Cont'd.)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.3 FLEXIBLE PRICING

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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2. RULES AND REGULATIONS (Cont'd.)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 RESPONSIBILITY FOR ALL CHARGES

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.2 DEPOSITS

- A. The Company reserves the right to examine the credit record of the Customer prior to the commencement of service and to reject, in Company's sole judgment, unqualified Customers. No Customer shall have any claim against Company for a credit rejection. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to thirty (30) percent of estimated charges. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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2. RULES AND REGULATIONS (Cont'd.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.2 DEPOSITS (Cont'd.)

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

D. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.4.3 PAYMENT OF CHARGES

- A. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or Company's applicable late payment charge.
- B. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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2. RULES AND REGULATIONS (Cont'd.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.4 RETURNED CHECK CHARGE AND COLLECTION FEES

- A. The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.
- B. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5 percent a month or the maximum allowable by law, whichever is higher. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company

2.4.5 LATE PAYMENT CHARGES

- A. Late payment charges may apply to the maximum amount permissible under law.
- B. Late payment charges do not apply to final accounts.

2.5 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

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2. RULES AND REGULATIONS (Cont'd.)**2.6 TELEPHONE SURCHARGES/TAXES/CONTRIBUTIONS**

The customer is responsible for the 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 a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, 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.

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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2. RULES AND REGULATIONS (Cont'd.)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
 - (1) At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
 - (2) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

2. RULES AND REGULATIONS (Cont'd.)

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2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.2 Exceptions to Suspension and Termination (Cont'd.)

- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

2. RULES AND REGULATIONS (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

- (1) in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- (2) if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

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2. RULES AND REGULATIONS (Cont'd.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd.)

A. General (Cont'd)

- (3) In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- (4) In the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

2. RULES AND REGULATIONS (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- (1) The use of facilities or service of the Company without payment of tariff charges;
- (2) Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

- (1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
- (2) In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - (a) No charge shall apply for the period during which service had been terminated, and
 - (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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2. RULES AND REGULATIONS (Cont'd.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd.)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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2. RULES AND REGULATIONS (Cont'd.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.3 Equipment Space and Power (Cont'd.)

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

2.9.3 Equipment Space and Power

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2. RULES AND REGULATIONS (Cont'd.)

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2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters that affect telecommunications service.

2.9.7 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.9.8 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

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2. RULES AND REGULATIONS (Cont'd.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.8 Measurement of Access Minutes (Cont'd.)

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

2.9.9 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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2. RULES AND REGULATIONS (Cont'd.)

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

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2. RULES AND REGULATIONS (Cont'd.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.3 Regulations (Cont'd)

- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer. The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the State of Ohio.

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2. RULES AND REGULATIONS (Cont'd.)

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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3. SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories that apply to Switched Access Service:

- Local Switching
- Local/Tandem Transport (Transport Service)
- End User (Common Line)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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3. SWITCHED ACCESS SERVICE (Cont'd.)

3.2 RATE CATEGORIES (Cont'd.)

3.2.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company office(s), and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished on a DS0 or DS1 basis.

Customers who choose Standard Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate which is assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Standard Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features at no charge:

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination

3. SWITCHED ACCESS SERVICE (Cont'd.)

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3.2 RATE CATEGORIES (Cont'd.)

3.2.3 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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3. SWITCHED ACCESS SERVICE (Cont'd.)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd.)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following report to the Company, when applicable.

3. SWITCHED ACCESS SERVICE (Cont'd.)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

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3.4.1 Report Requirements (Cont'd)

Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

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3. SWITCHED ACCESS SERVICE (Cont'd.)

3.5 RATE REGULATIONS (Cont'd)

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

	<u>Minimum</u>	<u>Maximum</u>
Cancellation Fee:	\$75.00	\$450.00

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3. SWITCHED ACCESS SERVICE (Cont'd.)

3.6 RATES AND CHARGES (Cont'd.)

3.6.1 Recurring Charges

	InterLATA		IntraLATA	
	Min	Max	Min	Max
Local Switching				
Day	\$ 0.0050	\$ 0.0500	\$ 0.0025	\$ 0.0250
Eve	\$ 0.0050	\$ 0.0500	\$ 0.0025	\$ 0.0250
N/WE	\$ 0.0050	\$ 0.0500	\$ 0.0010	\$ 0.0150

	InterLATA		IntraLATA	
	Min	Max	Min	Max
Local Transport				
Day	\$ 0.0025	\$ 0.0250	\$ 0.0025	\$ 0.0250
Eve	\$ 0.0025	\$ 0.0250	\$ 0.0010	\$ 0.0250
N/WE	\$ 0.0025	\$ 0.0250	\$ 0.0010	\$ 0.0150

	InterLATA		IntraLATA	
	Min	Max	Min	Max
Transport Mileage				
Per Access Minute, Per Mile				
Day	\$0.000050	\$0.010000	\$0.000050	\$0.010000
Eve	\$0.000050	\$0.010000	\$0.000050	\$0.010000
N/WE	\$0.000050	\$0.010000	\$0.000025	\$0.010000

Port Charges	Per Port/Month		Channel Termination	
	Min	Max	Min	Max
Per DS0 Port, per month	\$ 10.00	\$ 100.00	\$ 50.00	\$ 300.00
Per DS1 Port, per month	\$ 150.00	\$ 1,000.00	\$ 75.00	\$ 300.00

F. Port Charges

	Per Port/Month		Channel Termination	
Per DS0 Port, per month	\$15.00	\$100.00	\$40.00	\$275.00
Per DS1 Port, per month	\$150.00	\$1000.00	\$50.00	\$300.00

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS

4.1 GENERAL

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 SERVICE CONFIGURATIONS

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

4.3 CONTRACT RATES - SPECIAL PRICING ARRANGEMENTS-ICB

4.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.3 CONTRACT RATES - SPECIAL PRICING ARRANGEMENTS-ICB (Cont'd)

4.3.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

4.4.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.1 Voice Grade Service (DS-0) (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring Charge
A. Channel Termination (Per Termination)			
1.	Two-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
2.	Four-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
B. Channel Mileage			
		<u>Per Mile</u>	
	- Minimum		\$ ICB
	- Maximum		\$ ICB
		<u>Per Termination</u>	
	- Channel Mileage Termination		
	- Minimum		\$ ICB
	- Maximum		\$ ICB

4.4.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub.

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.2 Digital Data Service (DDS) (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

A. Channel Termination (Per Termination)	Monthly		Nonrecurring	
	Min.	Max.	Min.	Max.
- 2.4 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB

B. Channel Mileage Facility	Per Mile	
	Min.	Max.
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

C. Channel Mileage Termination	Per Termination	
	Min.	Max.
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.4.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network.

4.4.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.4.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.6 DS-3 Service (Cont'd.)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.4.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e., either electrical or optical interface), and with the same technical specifications.

A. High Capacity Services

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

	Monthly Rate	Nonrecurring Charge
1. Channel Termination (Per Termination)		
a. DS1 1.544 Mbps		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
b. Capacity of 1 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
- per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
c. Capacity of 3 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
- per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.7 DS-3 Packaging (Cont'd.)

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

B. High Capacity Services

Specific service offerings and rates will be defined by individual case basis arrangements (ICB).

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
d. Capacity of 6 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
e. Capacity of 12 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.7 DS-3 Packaging (Cont'd.)

1. High Capacity Services (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

2. Channel Mileage

Monthly Rate

a.	Channel Mileage Facility (Per Mile)	Monthly Rate	
		Min.	Max.
	- 64 kbps	\$ ICB	\$ ICB
	- 1.544 Mbps	\$ ICB	\$ ICB
	- 44.736 Mbps	\$ ICB	\$ ICB
b.	Channel Mileage Termination (Per Termination)		
		Min.	Max.
	- 64 kbps	\$ ICB	\$ ICB
	- 1.544 Mbps	\$ ICB	\$ ICB
	- 44.736 Mbps	\$ ICB	\$ ICB

3. Term Discounts Percentages

DS1 and DS3 services

36 months	ICB %
60 months	ICB %

4.4.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

Multiplexing, per arrangement	Monthly Rate	
	Min.	Max.
DS3 to DS1	\$ ICB	\$ ICB
DS1 to Voice	\$ ICB	\$ ICB
DS1 to DS0	\$ ICB	\$ ICB
DS0 to Subrates		
- up to 20 2.4 kpbs services	\$ ICB	\$ ICB
- up to 10 4.8 kpbs services	\$ ICB	\$ ICB
- up to 5 9.6 kpbs services	\$ ICB	\$ ICB

4.4.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

4.5 RATE CATEGORIES

There are seven rate categories that may apply to Carrier's Services.

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.5 RATE CATEGORIES (Cont'd)

4.5.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

4.5.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.5.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices that normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 4.7. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.5.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.5 RATE CATEGORIES (Cont'd.)

4.5.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

4.5.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

4.5.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.6 APPLICATION OF RATE ELEMENTS

The rate elements described in Section 4.5 of this tariff will be applied as follows:

4.6.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.6 APPLICATION OF RATE ELEMENTS (Cont'd)

4.6.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE

- 4.7.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.7.2 All times refer to local time.
- 4.7.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.
- 4.7.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
- A. Utilize the "V" and "H" coordinates for each Customer designated location.
 - B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - C. Square each difference obtained in step (ii) above.
 - D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
 - E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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4. DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd.)

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE (Cont'd.)

4.7.4 (Cont'd.)

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

4.8 BACK BILLING

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

4.9 TAXES

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 TEMPORARY PROMOTIONAL PROGRAMS

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the F.C.C. subject to the requirements of applicable law, except if the promotion is to reduce rates.

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5. END USER ACCESS SERVICE (CARRIER COMMON LINE)**5.1 GENERAL**

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage.

5.4 RATES AND CHARGES

Carrier Common Line Per Access Minute	InterLATA		IntraLATA	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Day	\$0.005000	\$0.050000	\$0.005000	\$0.050000
Evening	\$0.005000	\$0.050000	\$0.002500	\$0.050000
Night /WE	\$0.005000	\$0.050000	\$0.001500	\$0.020000

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6. SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and (c).

6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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6. SPECIAL ARRANGEMENTS (Cont'd.)**6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services that vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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7. RECIPROCAL COMPENSATION ARRANGEMENTS

7.1 GENERAL

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Carrier Common Line element shall not apply to Reciprocal Compensation Arrangements.

The Local Switching element shall apply to Reciprocal Compensation Arrangements.

The Local Transport element will apply to Reciprocal Compensation arrangements. The Local Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.*

The Company will pay transport charges for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage

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8. BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis.

Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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8. BILLING AND COLLECTION (Cont'd.)

8.2 RECORDING SERVICE (Cont'd.)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature that provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.
- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

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8. BILLING AND COLLECTION (Cont'd.)**8.2 RECORDING SERVICE (Cont'd.)****8.2.2 Liability of the Company**

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

8.2.4 Payment Arrangements and Audit Provision**A. Notice and Scope**

- (1) Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the charges to the customer for other services provided by the company pursuant to this tariff.
- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.

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8. BILLING AND COLLECTION (Cont'd.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

A. Notice and Scope (Cont'd)

- (3) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- (4) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C. Requests for Examinations

- (1) In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- (2) An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
- (3) Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

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8. BILLING AND COLLECTION (Cont'd.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.4 Payment Arrangements and Audit Provision (Cont'd.)

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (F) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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8. BILLING AND COLLECTION (Cont'd.)

8.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

8.3.2 Rates & Charges

	Min.	Max.
ANI, Per Originating Attempt	\$0.0030	\$0.0200

8.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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8. BILLING AND COLLECTION (Cont'd.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in Section 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- C. The company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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8. BILLING AND COLLECTION (Cont'd.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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8. BILLING AND COLLECTION (Cont'd.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.2 Obligations of the Customer (Cont'd.)

E. (Cont'd.)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

8.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

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8. BILLING AND COLLECTION (Cont'd.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.3 Rate Regulations (Cont'd)

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- D. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

E. Rates and Charges

	Min.	Max.
Service Establishment Charge, Nonrecurring	\$50.00	\$250.00
Request, per telephone number	\$ 0.0500	\$0.5000

8.5 MEET POINT BILLING

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

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8. BILLING AND COLLECTION (Cont'd.)

8.6 CHARGEABLE OPTIONAL FEATURES

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originates from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

8.6.1 Rates and Charges

800 Data Base Access Service

	Min.	Max.
Base Query, per query:	\$0.0010	\$0.0075
Vertical Features:		
800 to POTS translation, per query	\$0.0005	\$0.0025
All other, per query	\$0.0010	\$0.0075

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9. PACKET DATA SERVICES

9.1 Digital Subscriber Line Service

Digital Subscriber Line (DSL) Access Services provide transmission services over local exchange service copper facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between customer designated premises and designated Company Serving Wire Centers.

9.1.1 General

DSL Access Service enables data traffic generated by the customer's equipment to be transported to a DSL Access Service Connection Point using the customer's local exchange service facilities. At the DSL Access Service Connection Point, the customer's DSL Access Service must be connected to a telecommunications service provider's customer designated premises using either the Company's Dedicated Access Services. A DSL Access Service Connection Point is an interconnection point designated by the Company that aggregates data traffic from and to Company DSL Serving Wire Centers (SWCs). The customer for DSL Access Service is the subscriber of the Company's local exchange service.

A generic view of how DSL Access Service would be interconnected with a telecommunications service provider's network is depicted in the figure following. In this example, the customer's serving wire center is designated as a DSL Access Service Connection Point. The customer orders DSL Access Service pursuant to the provisions specified in this section. The DSL Access Service customer's telecommunications service provider orders Dedicated Access Service pursuant to the provisions specified in Section 4, following, to connect its customer designated premises to the DSL Access Service Connection Point.

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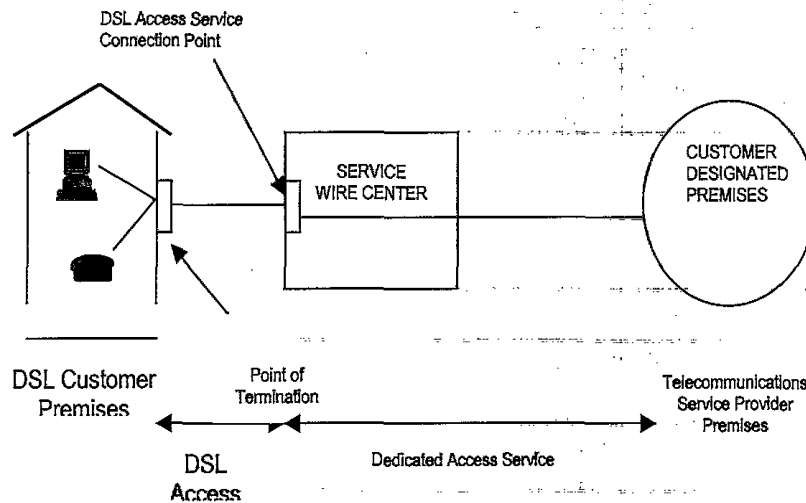
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9. PACKET DATA SERVICES (Cont'd.)

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.1 General (Cont'd.)

DSL ACCESS SERVICE

9.1.2 Limitations

DSL Access Service is available at transmission speeds ranging from a minimum of 128 kbps to a maximum of 1.544 Mbps. These speeds are applicable for upstream transmission (i.e., from the customer's equipment up to the DSL Access Service Connection Point) as well as downstream transmission (i.e., from the DSL Access Service Connection Point down to the customer's equipment). These peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including loop distance from the Company Serving Wire Center, condition of the facilities, and limitations in the telecommunications service provider's network design.

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9. PACKET DATA SERVICES (Cont'd.)**9.1 Digital Subscriber Line Service (Cont'd.)****9.1.2 Limitations (Cont'd.)**

DSL Access Service will be furnished where suitable facilities exist as determined by the Company. Rates and regulations for DSL Access Service are in addition to any rates and regulations that apply for the DSL Access Service customer's local exchange service. Rates and regulations for Dedicated Access Service will apply for the access service(s) provided between the telecommunications service provider's customer designated premises and the DSL Access Service Connection Point, as described in Section 4, preceding.

9.1.3 Undertaking of the Company

The Company will provide DSL Access Service as follows:

- A. The Company will determine if the customer's local exchange service line is suitable for use with DSL Access Service. Service will not be provided on lines that the Company determines are not suitable for DSL Access Service or on lines that produce interference with other services provided by the Company.
- B. The Company, after determining if the local exchange service line is suitable for DSL Access Service, will notify the customer if any additional CPE is necessary to support DSL Access Service.
- C. The Company will provision and maintain DSL Access Service from the DSL Connection Point to the Point of Termination at the customer's premises.

9.1.4 Obligations of the Customer

In addition to the regulations described in other sections of this tariff, the following provisions apply to DSL Access Service:

- A. The customer is responsible for providing the Company with the necessary information to provision DSL Access Service. Such information would include, but is not necessarily limited to, the following:
 - Customer name.
 - Telephone number and premises address
 - Billing name and address when different from the customer name and premises address.
 - Customer contact name and telephone number.
 - The contact name and telephone number of the telecommunications service provider with which the customer's DSL access service will interconnect).

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9. PACKET DATA SERVICES (Cont'd.)

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.4 Obligations of the Customer (Cont'd.)

- B. The customer is responsible for providing and maintaining all required customer provided equipment (CPE) which is compatible with DSL Access Service.

9.1.5 Rate Regulations

This section contains the regulations governing the rates and charges that apply for DSL Access Service. Regulations governing the rates and charges for the Dedicated Access Services used in conjunction with DSL Access Service are as specified in Section 4, preceding. The rates for DSL Access Service will be billed to the subscriber of the local exchange service.

A. Minimum Period

The minimum period for which DSL Access Service is provided to a customer and for which charges are applicable is one month.

B. Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer designated premises
- The customer designated premises

Installation charges as described in Section 10.3.2 following will apply to DSL Access Service moves.

C. Rate Categories

There are two types of rates and charges applicable to DSL Access Service. These are a monthly rate and a nonrecurring charge.

The monthly rate applies each month or fraction thereof for each local exchange service line equipped with DSL Access Service.

A nonrecurring charge applies per local exchange service line for the installation of DSL Access Service.

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9. PACKET DATA SERVICES (Cont'd.)

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.5 Rate and Charges

<u>Bandwidth</u>	<u>Monthly Rates</u>		<u>Nonrecurring Charge</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
64 Kbps	\$25.00	\$175.00	\$250.00	\$1750.00
128 Kbps	\$40.00	\$225.00	\$250.00	\$1750.00
256 Kbps	\$50.00	\$275.00	\$250.00	\$1750.00
384 Kbps	\$75.00	\$350.00	\$250.00	\$1750.00
512 Kbps	\$75.00	\$350.00	\$250.00	\$1750.00
768 Kbps	\$75.00	\$550.00	\$250.00	\$1750.00
1.2 Mbps	\$90.00	\$600.00	\$250.00	\$1750.00
1.544 Mbps	ICB	ICB	ICB	ICB

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10. DESCRIPTION AND APPLICATION OF RATES AND CHARGES

10.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

10.2 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

10.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

10.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

Min.	Max.
\$50.00	\$250.00

The Access Order Charge does not apply:

- to administrative changes;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

10.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

Minimum	Maximum
\$100.00	\$500.00

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10. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (Cont'd.)

10.3 Nonrecurring Charges (Cont'd.)

10.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 10.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction.

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RVP FIBER COMPANY, L.L.C.

P.U.C.O. No. 3

Addendum A

Original Page A-1

Effective Rate Schedule**RATES AND CHARGES**

A.	Local Switching	InterLATA	IntraLATA
	Per Access Minute:		
	Day	\$0.160	\$0.085
	Evening	\$0.136	\$0.051
	Night/Weekend	\$0.113	\$0.030
B. Transport			
	Local Transport	InterLATA	IntraLATA
	Per Access Minute:		
	Day	\$0.104	\$0.104
	Evening	\$0.088	\$0.031
	Night/Weekend	\$0.073	\$0.018
	Transport Mileage		
	Per Access Minute, Per Mile		
		InterLATA	IntraLATA
	Day	\$0.00207	\$0.00207
	Evening	\$0.00176	\$0.00124
	Night/Weekend	\$0.00145	\$0.00072
C. Interconnection Charge			
		InterLATA	IntraLATA
	Per Access Minute:	\$0.02500	\$0.02500
D.	Network Blocking Charge, Per Call Blocked		\$0.077
E.	ANI, Per Originating Attempt		\$0.1186
F.	Access Order Charge	\$150.00	
G. Port Charges			
		Per Port/Month	Channel Termination
	Per DSO Port, per month	\$48.50	\$161.00
	Per DS1 Port, per month	\$609.75	\$181.00

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Addendum A

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Effective Rate Schedule

RATES AND CHARGES (Cont'd.)

H.	Cancellation Fee	\$250.00		
I.	Installation of Service	Provided On An Individual Case Basis		
J.	Billing Name and Address			
	Service Establishment Charge, Nonrecurring	\$150.00		
	Request, per telephone number	\$.25		
K.	800 Data Base Access Service			
	Base Query, per query:	\$0.0042		
	Vertical Features:			
	800 to POTS translation, per query	\$0.0016		
	All other, per query	\$0.0035		
	Base Query, per query:	\$0.0010	\$0.0075	
	Vertical Features:			
	800 to POTS translation, per query	\$0.0005	\$0.0025	
	All other, per query	\$0.0010	\$0.0075	
L.	Digital Subscriber Line			
	<u>Bandwidth</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charge</u>	
	64 Kbps	\$100.00	\$1000.00	
	128 Kbps	125.00	1000.00	
	256 Kbps	150.00	1000.00	
	384 Kbps	200.00	1000.00	
	512 Kbps	250.00	1000.00	
	768 Kbps	300.00	1000.00	
	1.2 Mbps	350.00	1000.00	
	1.544 Mbps	ICB	ICB	

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