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June 9, 2008

**VIA OVERNIGHT DELIVERY**

Renee J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793

Re: McGraw Communications, Inc.  
Case No.: 08-411-TP-ATA

90-6101-CT-TRF

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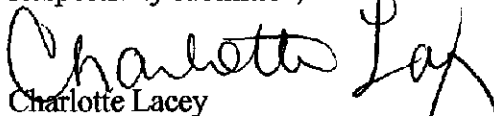
Dear Ms. Jenkins:

Pursuant to staff request, enclosed please find an original and seven (7) copies of the revised tariff for McGraw Communications, Inc. under the above referenced docket.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me.

Respectfully submitted,



Charlotte Lacey  
Legal Assistant to Lance J.M. Steinhart  
Attorney for McGraw Communications, Inc.

Enclosures

cc: Sadia Mendez (w/enc)

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**TITLE SHEET**

**OHIO TELECOMMUNICATIONS TARIFF**

**Tariff schedule applicable to Telecommunications Services furnished by McGraw Communications, Inc. ("McGraw"), with principal offices at 228 East 45th Street, 12th Floor, New York, New York 10017. This tariff applies for services furnished within the State of Ohio and is on file with the Ohio Public Utilities Commission. Copies may be inspected, during normal business hours, at the company's principal place of business.**

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**ISSUE DATE: April 2, 2008**

**EFFECTIVE DATE: April 2, 2008**

**Francis X. Ahearn, CEO  
228 East 45th Street, 12th Floor  
New York, New York 10017**

**Issued Under the Authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_-TP-ATA**

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**CHECK SHEET**

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	Original	28	Original	53	Original
4	Original	29	Original	54	Original
5	Original	30	Original	55	Original
6	Original	31	Original	56	Original
7	Original	32	Original	57	Original
8	Original	33	Original		
9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
12	Original	37	Original		
13	Original	38	Original		
14	Original	39	Original		
15	Original	40	Original		
16	Original	41	Original		
17	Original	42	Original		
18	Original	43	Original		
19	Original	44	Original		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original	48	Original		
24	Original	49	Original		
25	Original	50	Original		

\* New or Revised Sheet

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**TARIFF FORMAT**

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(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 sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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**SYMBOLS**

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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**SECTION 1 - GENERAL****1.1 Undertaking of the Company**

This tariff contains the regulations applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Ohio. All terms and conditions herein will comply with Ohio Minimum Telephone Service Standards. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

**1.2 Responsibilities and Rights of the Customer**

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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**SECTION 1 – GENERAL (CONT'D.)****1.3 Late Charge**

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on the undisputed portion of any past due balances. Late payment fees should not include interest on previously charged late payment fees. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

**1.4 Returned Check Charge**

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The Company may waive the returned check charge under appropriate circumstances.

**1.5 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone at any time to the Company at the below. There is no time limit for submitting disputes.

228 East 45th Street, 12th Floor  
New York, New York 10017  
(888) 543-2000

If you have a complaint that is not resolved after you have called McGraw Communications, Inc. or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

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**SECTION 1 – GENERAL (CONT'D.)**

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org)

The Company will not collect attorney fees or court costs from Customers.

**1.6 Service Offerings**

A complete description of the services, rates, terms and conditions that are offered by the Company can be found on the Company's website at [www.mcgrawcom.net](http://www.mcgrawcom.net).

**1.7. Deposits**

The Company does not require deposits to commence service.

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

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. See attached Appendix A.

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

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**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 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.

2.1.2.2 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.

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.3 Terms and Conditions**

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 [Reserved for Future Use]

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**SECTION 2 – REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- A. the Customer is using the service in violation of this tariff; or
- B. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

2.1.3.7 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.1.3.8 To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company**

2.1.4.1 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 2.6. 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, the acts or omissions or negligence, except for willful neglect or willful default of the Company's employees or agents.

2.1.4.2 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.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.3 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 except where contracted by the Company.

2.1.4.4 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.

2.1.4.5 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 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 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.

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**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 **Undertaking of the Company** (Cont'd)

2.1.4 **Liability of the Company** (Cont'd)

2.1.4.7 The Company shall not be liable for 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.

2.1.4.8 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.

2.1.4.9 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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**SECTION 2 – REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

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**SECTION 2 – REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

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

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**SECTION 2 – REGULATIONS (CONT'D.)****2.1    Undertaking of the Company (Cont'd)****2.1.8    Special Construction**

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

- 2.1.8.1        where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.1.8.2        of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.3        over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.4        in a quantity greater than that which the Company would normally construct;
- 2.1.8.5        on an expedited basis;
- 2.1.8.6        on a temporary basis until permanent facilities are available;
- 2.1.8.7        involving abnormal costs; or
- 2.1.8.8        in advance of its normal construction.

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**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.1.10 Data Transfer Service

The Company intends to provide customers the capability of transferring data at a rate of 9,600 bps on or before June 12, 1997; and at a rate of 14,400 bps on or before December 31, 1998. Service shall be provided at rates to be determined.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.2    Prohibited Uses**

- 2.2.1    The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2    The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.
- 2.2.3    The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4    A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**Francis X. Ahearn, CEO  
228 East 45th Street, 12th Floor  
New York, New York 10017**

**Issued Under the Authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_-TP-ATA**

**SECTION 2 – REGULATIONS (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- 2.3.1.1 the payment of all applicable charges pursuant to this tariff;
- 2.3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.4 any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company subject to, the Customer's prior approval. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

- 2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**SECTION 2 – REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

- 2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be reasonably required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.3.1.7 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- 2.3.1.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and
- 2.3.1.9 from time to time, the Company may offer special promotions involving certain customers or classes of customers and providing rate discounts or other incentives to customers meeting specified term and volume requirements. Such arrangements may provide for additional charges if contract commitments are not maintained. All such charges will be specifically set forth in individual contracts between the Company and the customer.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

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

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**SECTION 2 – REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.4    Customer Equipment and Channels (Cont'd)****2.4.3    Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense subject to the Customer's approval.

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2 – REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels (Cont'd)****2.4.4 Inspections**

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.5    Payment Arrangements****2.5.1    Payment for Service**

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

**2.5.2    Billing and Collection of Charges**

2.5.2.1 Non-recurring charges are due and payable from the Customer within 15 days after the invoice date.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 15 days after the invoice date. Usage charges will be billed after the month in which the charges are incurred. Charges will be due and payable within 15 days after the invoice date.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5% per month.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.5    Payment Arrangements (Cont'd)****2.5.3    Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished where special construction is involved. The advance payment will not exceed an amount equal to the unrecurrent charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd)****2.5.4 Deposits**

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month; or
- B. The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that the termination charge is applicable.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will refund the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate specified by the Public Utilities Commission of Ohio.

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Discontinuance of Service**

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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**SECTION 2 – REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Discontinuance of Service (Cont'd)**

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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**SECTION 2 – REGULATIONS (CONT'D.)****2.5    Payment Arrangements (Cont'd)****2.5.6    Cancellation of Application for Service****2.5.6.1    Applications for service are noncancellable unless the Company otherwise agreed.**

Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

**2.5.6.2    Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).**

**2.5.6.3    Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.**

**2.5.6.4    The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.**

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**SECTION 2 – REGULATIONS (CONT'D.)****2.5    Payment Arrangements (Cont'd)****2.5.7    Changes in Service Requested**

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

**2.5.8    Taxes, Surcharges and Utility Fees**

The Customer is responsible for the payment of all federal state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, property tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as line item(s) on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise, privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of the Company by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a line item(s) on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

**2.5.9    Disputed Bills**

The Customer shall notify the Company in writing of any disputed items on an invoice. Customer has the option to address concerns with the Public Utilities Commission of Ohio:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Or the Customer may reach the Company through its Consumer Assistance Hotline at: 888-543-2000.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.6     Allowances for Interruptions in Service**

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

**2.6.1     Credit for Interruptions**

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. 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.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only 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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**SECTION 2 – REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.1 Credit for Interruptions (Cont'd)**

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

**Interruptions of 24 Hours or Less**

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

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

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**SECTION 2 – REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.1 Credit for Interruptions (Cont'd)****2.6.1.3 (Cont'd)**

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day as defined on page 43 for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2.6.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except when contracted by the Company;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment, except when contracted by the Company;
- 2.6.2.4 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;
- 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.6 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
- 2.6.2.7 interruption of service due to circumstances or causes beyond the reasonable control of Company.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 [Reserved For Future Use]****2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Public Utilities Commission of Ohio regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Resold services are available only to carriers which are certified by the PUCO to provide intrastate local exchange services.

**2.7.2 Joint Use Arrangements**

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

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**SECTION 2 – REGULATIONS (CONT'D.)****2.8    Cancellation of Service**

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

2.5.2: all costs, fees and expenses reasonably incurred in connection with:

2.8.1    all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus

2.8.2    any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

2.8.3    all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.9     Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.10 Notices and Communications**

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.11 Operator Services Rules**

2.11.1 The Company will enforce the following operator service rules:.

A provider of intrastate operator assisted communications services must:

- 2.11.1.1 identify itself at the time the end-user accesses its services;
- 2.11.1.2 upon request, quote all rates and charges for its services to the end-user accessing its system;
- 2.11.1.3 arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - A. the operator service provider's name and address;
  - B. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - C. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - D. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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**SECTION 2 – REGULATIONS (CONT'D.)****2.11 Operator Services Rules (Cont'd.)****2.11.1.3 (Cont'd.)**

- E. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- F. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

**2.11.2 The Company will comply with the following provisions:**

Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

**SECTION 3 – DESCRIPTION OF SERVICE****3.1 Universal Emergency Telephone Number Service**

- 3.1.1 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.
- 3.1.2 The initial 911/E911 information will come from the Customer record on the service order Company does not accept responsibility for the accuracy of the customer provided information.
- 3.1.3 911/E911 information consisting of the names, addresses and telephone numbers of all telephone Customers is held confidential. The Company will authorize the release of such information via the 911/E911 System only after a 911/E911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

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**SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)****Universal Emergency Telephone Number Service (cont'd.)**

- 3.1.4 A call to 911/E911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to a Public Safety Answering Point. The Customer of record accepts the responsibility for the release of the information caused by the use of their exchange service to place such calls.
- 3.1.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point. The Company does not accept the responsibility for the accuracy of this information.
- 3.1.6 The Company shall not be liable for any infringement upon, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911/E911 Service.

**3.2 Telecommunications Relay Service (TRS)**

Telecommunications Relay Services provide telecommunications services to the deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Department.

**3.3 Maintenance Visit Service**

The Maintenance Visit Charge applies for time spent on a Customer's premises by Company employee during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Company facilities or in detariffed CPE provided by the Company.

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**SECTION 4 - DECSRIPTION OF RATES**

## Service Areas

4.1 Exchange Access Service Areas

Exchange Access Services are provided (pursuant to Section 5.1) in limited geographic areas.  
Exchange Access Services are provided in the following exchanges:

Exchanges  
Chagrin Falls  
Brecksville  
Cincinnati

4.2 Calling Areas

McGraw's exchange areas and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

McGraw provides service in the exchange areas served by the following local exchange companies:

**Ameritech - Ohio - Service Area Exchanges**

Alton	Reynoldsburg	Bedford	Strongsville
Berea	Sugar Grove	Kirtland	Leroy
Montrose	Mentor	Mogadore	North Canton
North Jackson	North Lima	Terrace	South Charleston
Canton	Trinity Carroll	Chagrin Falls	Niles
Uniontown	Victory	Burton	Sedalia
New Albany	Sharon	Rootstown	Brecksville
Chesterland	Walnut	Columbiana	Wickliffe
Columbua	Willoughby	Cleveland	Worthington
Gahanna	Westerville	Gates Mills	West Jefferson
Girard	Rushville	Grove City	North Royalton
Groveport	Salem	Harrisburg	Ravenna
London	Olmsted Falls	Lowellville	Manchester
Mantua	Marlboro	Hillcrest	Hilliard
Independence	Kent		

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**SECTION 4 – DECSRIPTION OF RATES (CONT'D)**

Service Areas (cont'd)

Ameritech Ohio - Counties in Service Area

Mahoning  
Trumbull  
Lake

Fairfield  
Franklin  
Franklin  
Madison

Brown  
Geauga  
Portage  
Summit  
Cuyahoga

**Cincinnati Bell Service Area Exchanges**

Bethany  
Bethel  
Cincinnati  
Clermont  
Hamilton  
Harrison  
Little Miami  
Newtonsville  
Reily  
Seven Mile  
Shandon  
Williamsburg

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**SECTION 4 – DESCRIPTION OF RATES (CONT'D)**

Service Areas (cont'd)

**Cincinnati Bell - Counties In Service Area**Hamilton  
Clermont  
Warren  
Butler  
Brown**Verizon North Service Area Exchanges**

Manchester	Peebles	Winchester
Seaman	West Union	Spencerville
Hayesville	Ashland	Loudonville
Perryville	Savannah	Polk
Redhaw	Shade	The Plains
New Marshfield	Amesville	Albany
Athens	Guysville	Minster
St. Marys	New Bremen	Carrollton
Dellroy	Malvern	Mechanicstown
Harlem Springs	Woodstock	Mechanicsburg
Woodstock	Catawba	Martinsville
Sabina	Wilmington	Blanchester
Port William	New Vienna	Clarksville
New Burlington	North Georgetown	Hanoverton
East Rochester	Winona	Cooperdale
Warsaw	Crestline	New Washington
Galion	Hicksville	Ney
Milan	Berlin Heights	Huron
Kelleys Island	Byesville	Cambridge
Arlington	Rawson	Jenera
Mount Blanchard	Van Buren	McComb
Cadiz	Scio	Bowerston
Freeport	Jewett	Logan
Laurelville	Berlin	Lakeville
Norwalk	Willard	Greenwich
Bellevue	New London	Wakeman
Monroeville	Jackson	Oak Hill

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**SECTION 4 – DECSRIPTION OF RATES (CONT'D)**

Service Areas (cont'd)

**Verizon North Service Area Exchanges (cont'd)**

Wellston	Brilliant	Smithfield
Tiltonsville	Knoxville	Amsterdam
Dillonvale-Mt. Pleasant	Bergholz	Richmond
Adena	Chesapeake	Grafton
Wellington	Oberlin	North Eaton
Green Camp	Prospect	Larue
Waldo	Morrill	Marion
Brunswick	Chatham	Valley City
Homerville	Seville	Wadsworth
Lodi	Westfield Center	Medina
Spencer	Sharon Center	Letart Falls
Pomeroy	Portland	Coldwater
Mendon	Maria Stein	Fort Recovery
Celina	Tipp City	Laura
Troy	West Milton	Farmersville

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**SECTION 4 – DECSRIPTION OF RATES (CONT'D)**

Service Areas (cont'd)

**Verizon North Service Area Exchanges (cont'd)**

New Lebanon	Phillipsburg	Englewood
Brookville	Trotwood	Liberty
New Concord	Summerfield	Dexter City
Caldwell	Oak Harbor	Port Clinton
Put-In-Bay	Genoa	Elmore
Marblehead	Payne	Antwerp
Asheville	Circleville	Williamsport
Piketon	Waverly	Beaver
Idaho	West Alexandria	Lewisburg
Gratis	Plymouth	Helena
Gibonsburg	Clyde	Portsmouth
Bloomville	Bettsville	Attica
Republic	Wilmot	Minerva
Beach City	Paris	Brewster
Mineral City	New Philadelphia	Strasburg
Baltic	Bolivar	Sugarcreek
Plain City	Richwood	Scott
Convoy	Ohio City	Willshire-Wren
McArthur	Wilkesville	Beverly
Lower Salem	Watertown	Lowell
Barlow	West Salem	Burbank
Creston	Congress	West Unity
Edgerton	Edon	Pioneer
Montpelier	Bryan	Evansport
North Baltimore	Haskins-Tontogany	Bowling Green
Pemberville	Grand Rapids	Weston
Wayne-Bradner	Wharton	Harpster
Carey	Nevada	
Adams	Allen	Ashland
Athens	Auglaize	Carroll

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**SECTION 4 – DECSRIPTION OF RATES (CONT'D)**

Service Areas (cont'd)

**Verizon North – Counties in Service Area (cont'd)**

Champaign	Clark	Clinton
Columbiana	Coshocton	Crawford
Defiance	Erie	Guernsey
Hancock	Harrison	Hocking
Holmes	Huron	Jackson
Jefferson	Lawrence	Lorain
Marion	Medina	Meigs
Mercer	Miami	Montgomery
Muskingum	Noble	Ottawa
Paulding	Pickaway	Pike
Preble	Richland	Sandusky
Scioto	Seneca	Stark
Tuscarawas	Union	Van Wert
Vinton	Washington	Wayne
Williams	Wood	Wyandot

**4.3 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of hearing, or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. MCI will impose a surcharge to all Customers served by this Company. This surcharge applies regardless of whether or not the access line uses the Ohio TRS.

The following surcharge rate applies to all bills:

	<u>Monthly Rate</u>
Per business access line	\$0.12

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**SECTION 4 – DESCRIPTION OF RATES (CONT'D)**

4.4 Local Access and Usage Charges

Local Calling Areas are defined in Section 3.1. Per Minute Local Usage Charges are rounded to the next higher three-tenths minute and are subject to a minimum billing of one-tenth minute per call.

The rates shown herein entitle the Customer to local messages to all telephones bearing the designation of any central office of the exchanges or zones included as specified in the associated local service area or extended calling area.

Charges for monthly usage options apply in addition to the charges for dial tone lines.

4.1.2.1 Dial tone lines are available with either basic message rate service, basic measured rate service, or an unlimited monthly usage option, except as otherwise specified in this tariff.

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**SECTION 4 – DESCRIPTION OF RATES (CONT'D)****4.4    Local Access and Usage Charges (Cont'd)**

Basic message rate and measured rate services provide for charging on a per-call basis on calls to the local service area with no usage allowance concluded in the monthly rates. Charges per call are as specified in tariff following:

**Individual Line**

Dial tone line    \$13.00

**Usage Charges**

Customers can purchase basic local service for a fee consistent with the rates below.

**Local Home Region Usage**

Zone 1	1st Minute	.027
Zone 1	Additional Minute	.017
Zone 2	1st Minute	.027
Zone 2	Additional Minute	.017

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**SECTION 4 – DECSRIPTION OF RATES (CONT'D)****4.5 Directory Listing**

	<u>Monthly</u>
Business, each	\$1.81
Nonlisted Telephone Service	\$1.90
Nonpublished Telephone Service	\$1.19

**4.6 Move, Add, Change and Disconnect Charges**

	<u>Non-Recurring</u>
Move or Add, per Line or Analog Trunk	\$25.00
Move or Add, per DS1	\$25.00
Telephone Number Change, per Line, Trunk or DS1	\$25.00
Temporary Suspension Charge, per Line, Trunk or DS1	\$25.00
Restoration of Service, per Line, Trunk or DS1	\$25.00
Billing Name Change, per account	\$25.00
Customer initiated Order Change	\$31.50
Change in Class or Grade of Service Charge	\$37.20

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