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July 1, 2008

Ms. Renee Jenkins, Commission Secretary Docketing Division 180 East Broad Street, 13<sup>th</sup> Floor Columbus, OH 43215

RE:

LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES Application to Detariff – Case No. 08-852-TP-ATA

Dear Mr. Jenkins,

Attached for filing on behalf of, LDL Telecom Services, Inc. d/b/a Key Communications Services is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD. The Company respectfully requests an effective date of July 1, 2008 for this filing.

The following items are included with this filing:

Application Form for Detariffing and Related Actions

Exhibit A – Existing Tariff

Exhibit B - Proposed Replacement Tariff

Exhibit C – Summary of Changes

Exhibit D – Explanation of Compliance

Exhibit E – Customer Notice

Exhibit F - Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (269) 381-8893 or via e-mail to Patnick@crockerlawfirm.com

Very truly yours,

erocker & crocker, p.c.

Patrick D. Crocker

PDC/pas

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of)  LDL Telecom Services, Inc.	TRF Docket No. 90- <u>9269</u> Case No. 852-TP - ATA
to Detariff Certain Tier 2 Services and make other changes ) related to the Implementation of Case No. 06-1345-TP-ORD )	NOTE: Unless you have reserved a Case No. leave the "Case No. fields BLANK.
Name of Registrant(s) LDL Telecom Services, Inc.	
DBA(s) of Registrant(s) Key Communications Services	C
Address of Registrant(s) 23 South Lisbon Street, Suite M, Canton,	OH 44406
Company Web Address	
Regulatory Contact Person(s) Colleen Harris	Phone 330-702-0759 Fax 330-702-0035
Regulatory Contact Person's Email Address colleen@tmald.com	
Contact Person for Annual Report Michael C. McNally	Phone 330-702-0759
Address (if different from above)	
Consumer Contact Information Colleen Harris	Phone 330-7020759
Address (if different from above)	

#### Part I - Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

<u>Carrier Type</u>	☐ ILEC	X CLEC	X CTS
Business Tier 2 Services		×	X
Residential & Business Toll Services		×	×
Other Changes required by Rule (Describe in detail in Exhibit C)		×	×

# Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:	
X	Exhibit A	The existing affected tariff pages.	
$\times$	Exhibit B	The proposed revised tariff pages.	
$\times$	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.	
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:  • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or  • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).	
$\boxtimes$	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).	
X	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.	

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

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Michael C. McNally , and am authorized to make this statement on its behalf.
I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) June 23 2008 at (Location) 23 LISBON STREET Suite M CANFIELD OH 44406
Executed on (Date) Jan 23 2008 at (Location) 23 43600 Freet Suite M Canfield OH 44406  *(Signature and Title) Helpel C Applicant, or an authorized agent of the applicant.
VERIFICATION
I, _Michael C. McNally verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.
*(Signature and Title) Archard Medicine The Hely Personal (Date) June 23, 2008  *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

0

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

# **EXHIBIT A**

**Existing Affected Tariff Pages** 

#### TARIFF FOR

REGULATIONS, RATES AND CHARGES APPLICABLE TO INTEREXCHANGE RESELLER SERVICES FURNISHED BY

LDL TELECOM SERVICES, INC., D/B/A KEY COMMUNICATIONS SERVICES

WITHIN THE STATE OF OHIO

CASE NO.

TRF NO.

Issued: March 18, 2003

Case No.

# CHECK SHEET

The title page and pages 1-36 inclusive of this Tariff are effective as of the date shown. Original and revised sheet, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SHEET	REVISION	SHEET	REVISION
1	Original	21	Original
2	1 <sup>st</sup> Revised*	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	1 <sup>st</sup> Revised*
17	Original		
18	Original		
19	Original		
20	Original		

<sup>\*</sup>New or Revised Sheets

Issued: February 5, 2007 Case No. 03-746-TP-ACE

Issued by: Michael C. McNally, President

LDL Telecom Services, Inc., d/b/a Key Communications Services

Effective: February 5, 2007

23 South Lisbon Street, Suite M

Canfield, OH 44406

# CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

**CONCURRING CARRIERS:** 

**CONNECTING CARRIERS:** 

OTHER PARTICIPATING CARRIERS:

# TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a).l.(i).

2.1.1.A.1.(a).l.(i).
```

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. 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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# **APPLICABILITY**

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Ohio by LDL Telecom Services, Inc., d/b/a Key Communications Services ("Company"). All services contained within this tariff are competitive.

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# **EXPLANATION OF SYMBOLS**

- (C) To signify changed regulations
- (D) To signify discontinued material
- (I) To signify increased rate
- (M) To signify a move in location of text
- (N) To signify a new rate or regulation
- (R) To signify a rate reduction
- (T) To signify a change in text or regulation but no change in rates

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Effective: April 18, 2003

Issued by: Michael C. McNally, President LDL Telecom Services, Inc., d/b/a Key Communications Services 23 South Lisbon Street, Suite M Canfield, OH 44406

# LDL TELECOM SERVICES, INC., D/B/A KEY COMMUNICATIONS SERVICES

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# 1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

# **Access Coordination**

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

# Administrative Change

A change in Customer billing address or contact name.

# Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

# Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

#### **ASR**

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

#### Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

# **Bandwidth**

The total frequency band, in hertz, allocated for a channel.

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#### **Bill Date**

The date on which billing information is compiled and sent to the Customer.

# Call

A completed connection between the Calling and Called Stations.

#### Called Station

The telephone number called.

# Calling Station

The telephone number from which a Call originates.

# Cancellation of Order

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

# Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

# Commission

Public Utilities Commission of Ohio

#### Company

LDL Telecom Services, Inc., d/b/a Key Communications Services

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# Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

#### Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

# Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

#### **DCS**

DCS means Digital Cross-Connect System.

# **Dedicated Access/Special Access**

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

# **Due Date**

The Due Date is the date on which payment is due.

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# **Expedite**

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

# FCC

Federal Communications Commission

# Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customerspecific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

# Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

#### Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

#### Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company, or when discovered by the Company, that such Service is inoperative and ending at the time of restoration.

#### **Kbps**

Kilobits per second.

# LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

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# **Local Access**

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

# Local Access Provider

Local Access Provider means an entity providing Local Access.

#### Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

#### Mbps

Megabits per second.

# Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

# N/A

Not available.

#### Nonrecurring Charges

Nonrecurring Charges are one-time charges.

#### Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

# Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

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# Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

# **Primary Route**

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

# Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

# Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

# Rate Center

A specified geographical location used for determining mileage measurements.

# Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

#### Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

#### Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

#### **Service**

Service means any or all Service(s) provided pursuant to this Tariff.

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# Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

# Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

#### Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

#### Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

# Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

# Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

# <u>VF</u>

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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# 2. RULES AND REGULATIONS

# 2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.3. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.4. The Company will comply with Rule 4901:1-5-17, Ohio Administration Code, in denying or disconnecting service.
- 2.1.5. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.6. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.7. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

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2.1.8. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

# 2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within seven (7) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.2.6. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.7. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.8. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

# 2.3. Liability

2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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- 2.3.2. With respect to the Services contained herein and except an otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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- 2.3.7. Except as required by the MTSS, the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers. affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT. CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES. WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY. THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT. INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) as determined by a court of law.

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2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

# 2.4. Cancellation of Service by a Customer

2.4.1. Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with the provisioning of their service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

# 2.5. Cancellation for Cause by the Company

2.5.1. The Company will comply with Rule 4901:1-5-17, Ohio Administration Code, in denying or disconnecting service.

# 2.6. .Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

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- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after the Company notices, or the Customer notifies Company, of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

Credit = 
$$A \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

# 2.7. Use of Service

2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

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- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
  - 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
  - 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

#### 2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. The Customer is *not* responsible for fraudulent charges.

Issued: March 18, 2003 Case No.

- 2.8.2. The Company's bills are due 14 days after postmarked. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due.
- 2.8.3. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

LDL Telecom Services, Inc. d/b/a Key Communications Services 23 South Lisbon Street, Suite M

Canfield, OH 44406

Telephone: (330) 702-0759 Facsimile: (330) 702-0035 Toll-Free: (800) 792-3693

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

PUBLIC UTILTIES COMMISSION OF OHIO 180 East Broad Street

Columbus, OH 43215-3793

Telephone: (800) 686-7826 (voice)

(800) 686-1570 (TDD)

Facsimile: (614) 752-8351

- 2.8.4. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.5. Company will not require deposits or advance payments by Customers for Services.
- 2.8.6. The Company's bills and billing practices will comply with MTSS Rule 4901:1-5-15, Ohio Administration Code.

# 2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

Issued: March 18, 2003

Case No.

Effective: April 18, 2003

Issued by: Michael C. McNally, President

LDL Telecom Services, Inc., d/b/a Key Communications Services

23 South Lisbon Street, Suite M

Canfield, OH 44406

# 2.10. Tax and Fee Adjustments

- 2.10.1. The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 89-563-TP-COI. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.
- 2.10.2. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company an occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government.
- 2.10.3. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for use of their payphones to access the Company's services.

Issued: March 18, 2003

Case No.

# 2.11. Method for Calculation of Airline Mileage

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

the square root of: (V1-V2)

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

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

City 1 5004 1406 City 2 5987 3424

the square root of.

 $\frac{(5004-5987)^2 + (1406-3424)^2}{10}$ 

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

# 2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY:

From 8:01 AM to 5:00 PM Monday - Friday

EVENING:

From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND:

From 11:01 PM to 8:00 AM Everyday From 8:01 AM to 11:00 PM Saturday From 8:01 AM to 5:00 PM Sunday

Issued: March 18, 2003

Case No.

# 2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements. Any contracts entered between the Company and Customer shall be filed with the PUCO.

# 2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service in compliance with Rule 4901:1-5-17, Ohio Administration Code.

Issued: March 18, 2003

Case No.

# 3. DESCRIPTION OF SERVICES

# 3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

# 3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

# 3.3. Switched Outbound Service

3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

# 3.4. Dedicated Inbound Service

3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

#### 3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

# 3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

Issued: March 18, 2003

Case No.

# 3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

# 3.8. Minimum Call Completion Rate

3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

Issued: March 18, 2003

Case No.

# 4. RATES AND CHARGES

# 4.1. Usage Rates

4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

Issued: March 18, 2003

Case No.

# 4.2. Switched Inbound Usage Rates

# DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 6 Seconds	Additional 6 Seconds
ALL	\$0.0099	\$0.0099

Issued: March 18, 2003

Case No.

# 4.3. <u>Dedicated Inbound Usage Rates</u>

# DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 6 Seconds	Additional 6 Seconds
ALL	\$0.0069	\$0.0069

Issued: March 18, 2003

Case No.

#### 4.4. Switched Outbound Usage Rates

#### DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 6 Seconds	Additional 6 Seconds	
ALL	\$0.0099	\$0.0099	

#### 4.5. Dedicated Outbound Usage Rates

#### DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 6 Seconds	Additional 6 Seconds
ALL	\$0.0069	\$0.0069

Issued: March 18, 2003

Case No.

Effective: April 18, 2003

issued by: Michael C. McNally, President

LDL Telecom Services, Inc., d/b/a Key Communications Services

23 South Lisbon Street, Suite M

Canfield, OH 44406

#### 4.6. Calling Card Usage Rates

#### DAY/EVENING/NIGHT/WEEKEND

ĺ	Mileage	Initial 60 Seconds	Additional 60 Seconds
	ALL	\$0.25	\$0.25

Issued: March 18, 2003

Case No.

Effective: April 18, 2003

Issued by: Michael C. McNally, President

LDL Telecom Services, Inc., d/b/a Key Communications Services

23 South Lisbon Street, Suite M Canfield, OH 44406

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#### 4.7. Recurring Charges

4.7.1. Customers will incur the following monthly Recurring Charges:

	SWITCHED	DEDICATED	
	ACCESS	ACCESS	_
Per 800 Number*	\$1.50	\$1.50	(R)
Authorization Codes/BTN (verified)	\$5.00	\$5.00	
Monthly Recurring Charge Per T-1	N/A	ICB	
Monthly Billing Charge	\$2.00	\$2.00	

\*Customers with more than 20 toll free numbers will receive a discounted rate.

These Customers will incur a charge of \$1.00 per toll free number.

#### 4.8. Non-recurring Charges

4.8.1. Customers will incur the following Non-recurring Charges:

	SWITCHED	DEDICATED	
	ACCESS	ACCESS	
Per 800/888 Number	\$15.00	\$15.00	
Authorization Code change/add/delete	\$2.00	\$2.00	
Set and Installation Charge	ICB	ICB	

#### 4.9. Special Promotional Offering

4.9.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

#### 4.10. <u>Emergency Calls</u>

4.10.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

#### 4.11. Payphone Use Service Charge

4.11.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge on a pass-through basis.

Issued: February 5, 2007 Case No. 03-746-TP-ACE

Issued by: Michael C. McNally, President

LDL Telecom Services, Inc., d/b/a Key Communications Services

Effective: February 5, 2007

23 South Lisbon Street, Suite M

Canfield, OH 44406

# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES THROUGHOUT THE STATE OF OHIO

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Local Exchange Services P.U.C.O. NO. 2

#### **CHECK SHEET**

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

Page	<u>Revision</u>	Date	Page	<u>Revision</u>	Date
1	Original		33	Original	
2	1st Revised*	02/05/2007	34	Original	
3	Original		35	Original	
4	Original		36	Original	
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19	Original		51	Original	
20	Original		52	Original	
21	Original		53	Original	
22	Original		54	Original	
23	Original		55	1 <sup>st</sup> Revised*	02/05/2007
24	Original		56	Original	
25	Original		57	Original	
26	Original		58	Original	
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28	Original				
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ISSUED: February 5, 2007

EFFECTIVE: February 5, 2007

### Local Exchange Services P.U.C.O. NO. 2

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ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

Michael C. McNally, President LDL Telecom Services, Inc. d/b/a Key Communications Services 23 South Lisbon Street, Suite M Canfield, OH 44406

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Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

Michael C. McNally, President LDL Telecom Services, Inc. d/b/a Key Communications Services 23 South Lisbon Street, Suite M Canfield, OH 44406

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

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

- C To signify changed regulation.
- D To signify decreased rate.
- I To signify increased rate.
- T Textural Change.
- N New rate or regulation.

#### <u>APPLICATION OF TARIFF</u>

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by LDL Telecom Services, Inc. d/b/a Key Communications Services, to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

#### 1. <u>Definitions</u>

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

<u>Call Forward No Answer</u>: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

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

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

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

<u>Call Pickup</u>: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

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

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Local Exchange Services P.U.C.O. NO. 2

#### 1. <u>Definitions</u> (Cont'd)

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

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

<u>Calling Number Delivery</u>: Identifies the 10-digit number of the calling party.

<u>Calling Number Delivery Blocking</u>: Blocks the delivery of the number to the called party on a per call or per line basis.

<u>Class of Service (COS)</u>: Used to prevent a Station from dialing certain codes and numbers.

Company: LDL Telecom Services, Inc. d/b/a Key Communications Services, which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

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

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

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

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

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

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

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

#### 1. <u>Definitions</u> (Cont'd)

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

<u>Hunting</u>: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

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

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

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

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

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

Mbps: Megabits, or million of Bits, per second.

<u>Message Waiting</u>: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

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

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

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

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

Michael C. McNally, President
LDL Telecom Services, Inc. d/b/a Key Communications Services
23 South Lisbon Street, Suite M
Canfield, OH 44406

Local Exchange Services P.U.C.O. NO. 2

#### 1. <u>Definitions</u> (Cont'd)

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

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

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

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

<u>Presubscription</u>: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

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

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Local Exchange Services P.U.C.O. NO. 2

#### 1. <u>Definitions</u> (Cont'd)

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

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

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

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

#### 2. Regulations

#### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers 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 herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- 2.1.2.1 The Company reserves the right to limit or 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 facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

#### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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Local Exchange Services P.U.C.O. NO. 2

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

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
  - 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
  - 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 that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
  - 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
  - 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
  - 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
  - 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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

#### 2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- 2.1.4.1 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 for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.
- 2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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

#### 2.1 <u>Undertaking of the Company</u> (Cont'd)

- 2.1.4.3 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 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 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. Rule 4901:5-16crediting provisions will apply in accordance with the Minimum Telephone Service Standards and relevant Commission Orders. The Company may apply for a waiver in accordance with Rule 4901:5-16(C).
- 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 shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 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.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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

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

- 2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

#### 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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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Local Exchange Services P.U.C.O. NO. 2

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

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
  - 2.1.6 Provision of Equipment and Facilities
    - 2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5-16 and 4901:1-5-20.
    - 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
    - 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
    - 2.1.6.4 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. Beyond 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; or
      - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ISSUED: August 25, 2003

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#### 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.

#### 2.1.8 Ownership of Facilities

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

#### 2.1.9 <u>Telecommunications Service Priority</u>

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

#### 2.2 Prohibited Uses

2.2.1 The service 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.

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

- 2.2 <u>Prohibited Uses</u> (Cont'd)
  - 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

#### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

#### 2.3 Obligations of the Customer (Cont'd)

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

#### 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 all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

#### 2.3 Obligations of the Customer (Cont'd)

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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
- (b) 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 name not contemplated by the agreement between the Customer and the Company.

#### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 <u>Station Equipment</u>

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

ISSUED: August 25, 2003

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

#### 2.4 <u>Customer Equipment and Channels (Cont'd)</u>

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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 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 local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service 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.

#### 2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

#### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

#### 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-5-15.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.
- 2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$20.00 up to a maximum rate of \$30.00 as set forth in Section 7.6, except as may be waived under appropriate circumstances.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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

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

#### 2.5.3 Disputed Bills

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

#### 2.5.4 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

LDL Telecom Services, Inc.

d/b/a Key Communications Services

South Lisbon Street, Suite M

Canfield, OH 44406

Telephone: (330) 702-0759
Facsimile: (330) 702-0035
Toll Free: (800) 792-3693

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges, If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Public Utilities Commission of Ohio Telephone: (800) 686-7826 (voice)

180 East Broad Street (800) 686-1570 (TDD)

Columbus, OH 43215-3793 Facsimile: (614) 752-8351

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

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

#### 2.5.5 Deposits

- 2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901: 1-17 of the Ohio Administrative Code and Rule 4901:1-5-13 and 14 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will 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 average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- 2.5.5.2 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 within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 2.5.5.3 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.

#### 2.5.6 Discontinuance of Service

- 2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.
- 2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5-17(A).

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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

- 2.5 <u>Payment Arrangements</u> (Cont'd)
  - 2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5-17(B).
  - 2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5-17(D) and (E).
  - 2.5.6.5 Disconnection for Reasons other than Nonpayment without notice will be in accordance with Rule 4901:1-5-17(G).
- 2.6 Allowances for Interruptions of Service
  - 2.6.1 <u>Credit for Interruptions</u>: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5-16.
  - 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God in accordance with MTSS 4901:1-5-16(c), military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.
- 2.6.3 <u>Use of Alternative Service Provided by the Company</u>: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

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

#### 2.7 <u>Cancellation of Service</u>

#### 2.7.1 <u>Cancellation of Service by the Customer</u>

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 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 reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.7.2 Cancellation of service by the month to month Customer will be in accordance with page 2 of the Telephone Service Requirements Form.

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#### 2. <u>Regulations</u> (Cont'd)

#### 2.8 Transfer 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) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

#### 2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order and 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.
- 2.9.3 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 deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5-15.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

P.U.C.O. NO. 2

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

#### 2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquires for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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#### 3. Service Descriptions

- 3.1 <u>Local Exchange Service</u>: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
  - place or receive calls to any calling Station in the customer's local calling area, as defined herein:
  - access enhanced Universal Emergency Number/911 Service where available;
  - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
  - access Operator Services;
  - access Directory Assistance;
  - place or receive calls to 800/888 telephone numbers;
  - access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 <u>Local Exchange Service</u> (Cont'd)

#### 3.1.1 Local Calling Areas: (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	ADAMS	Winchester
SBC	ATHENS	Nelsonville
SBC	BELMONT	Barnesville
SBC	BELMONT	Bellaire
SBC	BELMONT	Bethesda
SBC	BELMONT	Martins Ferry-Bridgeport
SBC	BELMONT	Somerton
SBC	BELMONT	St. Clairsville
SBC	BROWN	Aberdeen
SBC	BROWN	Ripley
SBC	BUTLER	Middletown
SBC	BUTLER	Monroe
SBC	BUTLER	Trenton
SBC	CHAMPAIGN	Christiansburg
SBC	CLARK	Donnelsville
SBC	CLARK	Enon
SBC	CLARK	Medway
SBC	CLARK	New Carlisle
SBC	CLARK	North Hampton
SBC	CLARK	Pitchin
SBC	CLARK	South Charleston
SBC	CLARK	South Vienna
SBC	CLARK	Springfield
SBC	CLARK	Tremont City
SBC	COLUMBIANA	Columbiana
SBC	COLUMBIANA	East Liverpool
SBC	COLUMBIANA	East Palestine
SBC	COLUMBIANA	Leetonia
SBC	COLUMBIANA	Lisbon
SBC	COLUMBIANA	New Waterford
SBC	COLUMBIANA	Rogers
SBC	COLUMBIANA	Salem

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

Michael C. McNally, President LDL Telecom Services, Inc. d/b/a Key Communications Services 23 South Lisbon Street, Suite M Canfield, OH 44406

#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 <u>Local Exchange Service</u> (Cont'd)

#### 3.1.1 Local Calling Areas: (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	COLUMBIANA	Salineville
SBC	COLUMBIANA	Wellsville
SBC	COSHOCTON	Conesville
SBC	COSHOCTON	Coshocton
SBC	COSHOCTON	West Lafayette
SBC	CUYAHOGA	Bedford
SBC	CUYAHOGA	Berea
SBC	CUYAHOGA	Brecksville
SBC	CUYAHOGA	Chagrin Falls
SBC	CUYAHOGA	Cleveland
SBC	CUYAHOGA	Gates Mills
SBC	CUYAHOGA	Hillcrest
SBC	CUYAHOGA	Independence
SBC	CUYAHOGA	Montrose [CUY]
SBC	CUYAHOGA	North Royalton
SBC	CUYAHOGA	Olmsted Falls
SBC	CUYAHOGA	Strongsville
SBC	CUYAHOGA	Terrace
SBC	CUYAHOGA	Trinity
SBC	CUYAHOGA	Victory
SBC	ERIE	Bloomingville
SBC	ERIE	Castalia
SBC	ERIE	Sandusky
SBC	FAIRFIELD	Carroll
SBC	FAIRFIELD	Lancaster
SBC	FAIRFIELD	Rushville
SBC	FAIRFIELD	Sugar Grove
SBC	FAYETTE	Bloomingburg
SBC	FAYETTE	Jeffersonville
SBC	FAYETTE	Milledgeville
SBC	FAYETTE	Washington Court House
SBC	FRANKLIN	Alton

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#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 <u>Local Exchange Service</u> (Cont'd)

#### 3.1.1 Local Calling Areas: (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	FRANKLIN	Canal Winchester
SBC	FRANKLIN	Columbus
SBC	FRANKLIN	Dublin
SBC	FRANKLIN	Gahanna
SBC	FRANKLIN	Grove City
SBC	FRANKLIN	Groveport
SBC	FRANKLIN	Harrisburg
SBC	FRANKLIN	Hilliard
SBC	FRANKLIN	Lockbourne
SBC	FRANKLIN	New Albany
SBC	FRANKLIN	Reynoldsburg
SBC	FRANKLIN	Westerville
SBC	FRANKLIN	Worthington
SBC	GALLIA	Cheshire
SBC	GALLIA	Gallipolis
SBC	GALLIA	Guyan
SBC	GALLIA	Rio Grande
SBC	GALLIA	Vinton
SBC	GALLIA	Walnut
SBC	GEAUGA	Burton
SBC	GEAUGA	Chesterland
SBC	GREENE	Beavercreek
SBC	GREENE	Bellbrook
SBC	GREENE	Bowersville
SBC	GREENE	Cedarville
SBC	GREENE	Fairborn
SBC	GREENE	Jamestown
SBC	GREENE	Spring Valley
SBC	GREENE	Xenia
SBC	GREENE	Yellow Springs-Clifton
SBC	HANCOCK	Findlay
SBC	HIGHLAND	Belfast

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#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 <u>Local Exchange Service</u> (Cont'd)

#### 3.1.1 Local Calling Areas: (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	HIGHLAND	Danville [HIG]
SBC	HIGHLAND	Hillsboro
SBC	HIGHLAND	Marshall
SBC	HIGHLAND	Rainsboro
SBC	HIGHLAND	Sugar Tree Ridge
SBC	HOCKING	Murray City
SBC	JEFFERSON	Mingo Junction
SBC	JEFFERSON	Steubenville
SBC	JEFFERSON	Toronto
SBC	LAKE	Leroy
SBC	LAKE	Mentor
SBC	LAKE	Painesville
SBC	LAKE	Wickliffe
SBC	LAKE	Willoughby
SBC	LAWRENCE	Arabia
SBC	LAWRENCE	Ironton
SBC	LUCAS	Holland
SBC	LUCAS	Maumee
SBC	LUCAS	Toledo
SBC	LUCAS	Whitehouse
SBC	MADISON	London
SBC	MADISON	Sedalia
SBC	MADISON	South Solon
SBC	MADISON	West Jefferson
SBC	MAHONING	Canfield
SBC	MAHONING	Lowellville
SBC	MAHONING	North Jackson
SBC	MAHONING	North Lima
SBC	MAHONING	Sebring
SBC	MAHONING	Youngstown
SBC	MIAMI	Fletcher-Lena
SBC	MIAMI	Piqua

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#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 Local Exchange Service (Cont'd)

#### 3.1.1 Local Calling Areas: (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	MONROE	Beallsville
SBC	MONROE	Clarington
SBC	MONROE	Duffy
SBC	MONROE	Graysville
SBC	MONROE	Lewisville
SBC	MONROE	Woodsfield
SBC	MONTGOMERY	Centerville [MOT]
SBC	MONTGOMERY	Dayton
SBC	MONTGOMERY	Miamisburg-W.Carrollton
SBC	MONTGOMERY	Vandalia
SBC	MUSKINGUM	Dresden
SBC	MUSKINGUM	Fultonham
SBC	MUSKINGUM	Norwich
SBC	MUSKINGUM	Philo
SBC	MUSKINGUM	Zanesville
SBC	PERRY	Corning
SBC	PERRY	Glenford
SBC	PERRY	New Lexington
SBC	PERRY	Roseville
SBC	PERRY	Shawnee
SBC	PERRY	Somerset
SBC	PERRY	Thornville
SBC	PICKAWAY	New Holland
SBC	PORTAGE	Atwater
SBC	PORTAGE	Kent
SBC	PORTAGE	Mantua
SBC	PORTAGE	Mogadore
SBC	PORTAGE	Ravenna
SBC	PORTAGE	Rootstown
SBC	SANDUSKY	Fremont
SBC	SANDUSKY	Lindsey
SBC	SENECA	Fostoria

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#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 <u>Local Exchange Service</u> (Cont'd)

#### 3.1.1 Local Calling Areas: (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	SENECA	New Riegel
SBC	SENECA	Tiffin
SBC	STARK	Alliance
SBC	STARK	Canal Fulton
SBC	STARK	Canton
SBC	STARK	Hartville
SBC	STARK	Louisville
SBC	STARK	Magnolia-Waynesburg
SBC	STARK	Marlboro
SBC	STARK	Massillon
SBC	STARK	Navarre
SBC	STARK	North Canton
SBC	STARK	Uniontown
SBC	SUMMIT	Akron
SBC	SUMMIT	Greensburg
SBC	SUMMIT	Manchester [SUM]
SBC	TRUMBULL	Girard
SBC	TRUMBULL	Hubbard
SBC	TRUMBULL	Kirtland
SBC	TRUMBULL	Niles
SBC	TRUMBULL	Sharon
SBC	TUSCARAWAS	Gnadenhutten
SBC	TUSCARAWAS	Newcomerstown
SBC	TUSCARAWAS	Uhrichsville
SBC	WARREN	Franklin
SBC	WASHINGTON	Belpre
SBC	WASHINGTON	Marietta
SBC	WASHINGTON	New Matamoras
SBC	WASHINGTON	Newport
SBC	WAYNE	Dalton
SBC	WOOD	Perrysburg
SBC	WYANDOT	Upper Sandusky

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 Local Exchange Service (Cont'd)
    - 3.1.2 <u>General</u> The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.
    - 3.1.3 <u>Class of Service</u>: The Local Exchange Service Offering is offered to primarily residential customers.
      - 3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.
    - 3.1.4 Geographic Zones The Company's Local Exchange Service Offering is segmented into 4 Zones generally reflecting each exchange area's relative density and the underlying price distinctions of the incumbent local exchange carrier's services which the Company is reselling. Each of the exchanges listed in 3.1.1 has been assigned a zone designation. At present, the Company's zone rate distinction only applies to the Network Access Channel element of its local exchange service offering. The rates and charges for Network Access Elements listed in Section 3.1.8.2 reflect the zone differential.
    - 3.1.5 <u>Switched Network Access Channels</u> include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 <u>Basic - Switched Network Access Channels</u> provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

ISSUED: August 25, 2003

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 <u>Local Exchange Service</u> (Cont'd)
    - 3.1.6 <u>Local Usage Services</u> The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1
      - 3.1.6.1 Per Message Rate This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.
      - 3.1.6.2 Unlimited Local Calling This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

#### 3. Service Descriptions (Cont'd)

#### 3.1 Local Exchange Service (Cont'd)

3.1.7 Enhanced Calling Features – are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features, at the rates specified in Section 3.2.:

#### Feature

Call Forward Busy - allows incoming calls to a busy line to be routed to a preselected line.

Call Forward No Answer - allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.

Call Forward Variable - allows a customer to activate routing of incoming calls to another line in their key system or to an external number.

Call Hold - permits customer to place a call on hold by depressing the switch hook, dialing an access code and going on hook.

Call Park - attendant places a call on hold, a code is then dialed to retrieve the call from the parked position.

Call Pickup, Group - all the phones in an area can be answered by dialing a code.

Call Waiting - provides a tone to alert a customer that a second party is calling, and allows the customer to answer the incoming call while holding the original connection.

Conference Three-Way - allows the customer to add a third party to an established call without operator assistance.

Message Waiting - allows a visual, and/or an audible tone signal when there is a message waiting.

Automatic Callback - by dialing a code this feature automatically returns the last incoming call whether or not it was answered.

Calling Number Delivery (Caller ID) - allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.

Calling Number Delivery w/ Name (Caller ID w/ Name) - works along with Caller ID, displays telephone number and listed name associated with the telephone number.

Calling Number Delivery Blocking (Per Line)\* - prevents the display of the calling telephone number on all calls dialed.

Direct Inward Dialed (DID) Numbers - permits incoming calls to reach customerprovided equipment without the assistance of an attendant, and allows transfer to another line through the use of an incoming/outgoing trunk facility.

Serial Hunting - a series of telephone lines are organized so that if the first line is busy the next line is hunted and so on until a free line is found.

\*NOTE: Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

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#### 3 <u>Service Descriptions</u> (Cont'd)

#### 3.1.8 <u>Local Exchange Service - Rates and Charges</u>

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4 respectively.

#### 3.1.8.1 Non-Recurring Charges

<u>Service</u>	Residence
Tier 1 Service	Max.
Service Connection Charge (per line) Service Connection Charge (per basic trunk) Service Connection Charge (per digital trunk)	\$75.00 \$75.00 \$300.00
Installation Charge Per digital transport facility Per DSO channel activated	\$1,500.00 \$75.00
Per Trunk Group Configured for DID Service	\$500.00
Subsequent Account Changes (Changes, Additions per order)	\$75.00
Presubscription Change (all switched network access)	
1st line Additional lines per order	\$10.00 \$10.00

#### Tier 2 Service

Optional Feature Activation (per order)

#### NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

ISSUED: August 25, 2003

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#### LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES

Local Exchange Services P.U.C.O. NO. 2

#### 3. Service Descriptions (Cont'd)

#### 3.1.8 Local Exchange Service (Cont'd)

#### 3.1.8.2 Monthly Recurring Charges

<u>Service</u>		Residence
Tier 1 Service		Max.
Switched Netv	vork Access Channels	
Zone A	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$45.00 \$45.00 \$600.00
Zone B	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$45.00 \$45.00 \$600.00
Zone C	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$45.00 \$45.00 \$600.00
Zone D	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$45.00 \$45.00 \$600.00
Tier 1 Service Calling Numb Call Waiting	er Delivery Blocking – Per Line*	\$20.00 \$20.00
Tier 2 Service		

Optional Features:

Conference Three Way Automatic CallBack Message Waiting Call Forward Busy Remote Call Forwarding Call Forward No Answer Call Forward Variable Serial Hunting

Speed Call (up to 8 numbers) Call Hold Call Pickup, Group Call Park

Caller ID- Numeric Listing (Calling Number Delivery)

Caller ID- Number and Name (Calling Number Delivery w/ Name)

Calling Number Delivery Blocking - Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1.8 Local Exchange Service Rates & Charges (Cont'd)
    - 3.1.8.3 <u>Usage Options</u>: All Local Exchange Service Customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.
      - 3.1.8.3.1 Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call.

Tier 1 service Max.

Per Call \$0.12

3.1.8.3.2 Unlimited Local Calling (Residence Customers Only):

Max.

Per Month \$30.00

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#### 3. Service Descriptions (Cont'd)

#### 3.2 <u>Directory Assistance</u>

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.2.1 Each call to Directory Assistance will be charged as follows in Section 7.

Tier 2 service

DA, Per call DA, with Call Completion

- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
  - -The Customer experiences poor transmission or is cut-off during the call; or
  - -The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

<u>Third Number Billing</u>: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

<u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

#### Tier 2 service

Calling Card/Operator
Calling Card/Automatic
Third Number Billing
Collect Calling
Person to Person
Station to Station

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.3 Operator Assistance (Traditional) (Cont'd)
    - 3.3.2 <u>Busy Line Verification and Interrupt Service</u>: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:
      - 3.3.2.1 <u>Busy Line Verification</u>: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
      - 3.3.2.2 <u>Busy line Verification with Interrupt</u>: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.
      - 3.3.2.3 <u>Rates</u>: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

Tier 2 service

Busy Line Verification Busy Line Interrupt

#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.4 <u>Directory Listings</u>

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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#### 3. <u>Service Descriptions</u> (Cont'd)

- 3.4 <u>Directory Listings</u> (Cont,d)
  - 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
    - 3.4.5.1 <u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
    - 3.4.5.2 <u>Additional Listings</u>: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.
    - 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.
    - 3.4.5.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.
    - 3.4.5.5 <u>Foreign Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
    - 3.4.5.6 <u>Alternate Call Listings</u>: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

### LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES

Local Exchange Services P.U.C.O. NO. 2

#### 4. <u>Service Descriptions</u> (Cont'd)

#### 3.4 <u>Directory Listings</u> (Cont,d)

- 3.4.5.7 <u>Reference Listing</u>: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.
- 3.4.5.8 <u>Recurring Charges</u>: Monthly Recurring Charges associated with Directory Listings are as follows:

  Per Listing or Per Number Charge

<u>Tier 1 Services</u>	<u>Max.</u>
Primary Listing	N/C
Non-Published Number	\$4.00
Additional Listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> Lines	\$10.00

#### Tier 2 Services

Additional Listing on 1st line

Non-Listed Number Alternate Call Listing Reference Listing

Foreign Listing

3.4.5.9 <u>Non-Recurring Charges</u>: Non-Recurring charges associated with Directory Listings are as follows:

#### Per Listing or Per Number Charge

<u>Tier 1 Service</u>	<u>Max.</u>
Primary Listing	N/C
Non-Published Number	\$15.00
Additional Listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> Lines	\$10.00

#### Tier 2 Service

Additional Listing on 1<sup>st</sup> line Non-Listed Number Alternate Call Listing Reference Listing Foreign Listing

ISSUED: August 25, 2003

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#### 3. <u>Service Descriptions</u> (Cont'd)

- 3.5 <u>Emergency Services (Enhanced 911)</u>: Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.
- 3.6 <u>Vanity Telephone Numbers</u>: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number. There will be no charge for Vanity Telephone Numbers.

<u>Tier 2 Service</u> Vanity Telephone Number

### LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES

Local Exchange Services P.U.C.O. NO. 2

#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.7 Service Connection Assistance

#### 3.7.1 General:

- 3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
  - a. Wavier of applicable deposit requirements under Section 1 of this tariff.
  - b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

#### 3.7.2 Regulations

- 3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
  - a. Home Energy Assistance Program (HEAP);
  - b. Emergency Home Energy Assistance Program (E HEAP);
  - c. Ohio Energy Credits Program (OECP);
  - d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - e. Food Stamps;
  - f. Federal public housing assistance (Section 8); or,
  - g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- 3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection 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 3.7.2.1, 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.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.7 <u>Service Connection Assistance</u> (Cont'd)
    - 3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
    - 3.7.2.4 Service Connection Assistance is available for all grades of service.
    - 3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.
    - 3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
    - 3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

#### 4. <u>Promotional Offerings</u>

4.1 <u>Promotional Offerings</u>: 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. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

#### 5. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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### LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES

Local Exchange Services P.U.C.O. NO. 2

#### 6. Service Area Map



0 10 20 40 Miles

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Local Exchange Services P.U.C.O. NO. 2

#### 7. PRICE LIST

#### **ACTUAL RATES**

#### 7 <u>Local Exchange Service – Rates and Charges</u>

#### 7.1.1 Non-recurring charges

Service	Residence
Tier 1 Service	Max.
Service Connection Charge (per line) Service Connection Charge (per basic trunk) Service Connection Charge (per digital trunk)	\$37.35 \$30.00 \$250.00
Installation Charge Per digital transport facility Per DSO channel activated	\$1,000.00 \$25.00
Per Trunk Group Configured for DID Service	\$150.00
Subsequent Account Changes (Changes, Additions per order)	\$41.55
Presubscription Change (all switched network access) 1st line Additional lines per order	\$7.30 \$7.30
Tier 2 Service	
Optional Feature Activation (per order)	\$7.30

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### LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES

### Local Exchange Services P.U.C.O. NO. 2

7.	PRICE LI	I <u>ST</u>	ACTUAL RATES	
7	Local Exc	change Service – Rates and Charges (cont'd)		
	7.1.2 <u>Mor</u>	athly Recurring Charges		
	Switched Network Access Channels			
	<u>Tier 1 Service</u> Zone A	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	<u>Max.</u> \$17.75 \$29.00 \$350.00	
	Zone B	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$18.25 \$29.00 \$375.00	
	Zone C	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$20.25 \$29.00 \$400.00	
	Zone D	Basic Line, Per Line Basic Trunk, Per Trunk Digital Trunk, Per Trunk	\$22.75 \$32.00 \$500.00	
	Access Line (	<u>Charge</u> – (per business line)	\$2.29	(N)
	<u>Tier 1 Service</u> Calling ID Blocking (Number Delivery Blocking) – Per Line* Call Waiting		NC \$5.00	
	Tier 2 Service Automatic Ca Conference To Call Forward Message Wai Call Forward	Three Way Busy ting	\$4.00 \$3.50 \$4.00 \$0.25 \$17.40	

<sup>\*</sup> Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

ISSUED: February 5, 2007

Call Forward Variable

EFFECTIVE: February 5, 2007

\$4.00

Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

### LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES

Local Exchange Services P.U.C.O. NO. 2

7.	PRICE LIST

#### **ACTUAL RATES**

#### 7 <u>Local Exchange Service - Rates and Charges</u> (cont'd)

#### 7.1.2 Monthly Recurring Charges (cont'd)

Serial Hunting	\$0.50
Call Hold	\$4.00
Speed Call (up to 8 numbers)	\$4.00
Call Park	\$4.00
Call Pickup, Group	\$7.00
Caller ID- Numeric Listing (Calling Number Delivery)	\$6.00
Caller ID- Number and Name (Calling Number Delivery w/ Name)	\$1.95

#### <u>Tier 2 Service</u> Miscellaneous Features:

Vanity Number Service\*\*

\$10.00

#### 7.1.3 <u>Usage Charges</u>

Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call.

#### Tier 1 service

Per Call	\$0.08
Unlimited Calling	\$20.00

#### 7.2 <u>Directory Assistance</u>

Each Call to Directory Assistance will be charged as follows:

	•	
lier	2.	service

Directory Assistance, Per call	\$0.50
Directory Assistance, with Call Completion	\$0.50

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

Issued under authority of the Public Utilities Commission of Ohio, Dated September 26, 2003, in Case No. 03-1847-TP-ACE

<sup>\*\*</sup>This charge is currently being waived for all customers.

#### 7. PRICE LIST

#### **ACTUAL RATES**

- 7 <u>Local Exchange Service Rates and Charges</u> (cont'd)
- 7.3 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

Tier 2 Service	
Calling Card/Operator	\$2.00
Calling Card/Automatic	\$1.50
Third Number Billing	\$2.50
Collect Calling	\$2.50
Person to Person	\$4.00
Station to Station	\$2.50
	Calling Card/Automatic Third Number Billing Collect Calling Person to Person

В.	<u>Tier 2 Services</u>	<u>Per Request</u>
	Busy Line Verification	\$1.00
	Busy Line Interrupt	\$2.00

#### 7.4 <u>Directory Listings</u>

A.	Monthly Recurring Charges	Per Listing or Per Number Charge
	Tier 1 Services	<del>-</del>
	Primary Listing	N/C
	Non-Published Number	\$0.00
	Additional Listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> Lines	\$0.99
	Tier 2 Services	
	Additional Listings on 1st line	\$0.99
	Non-Listed Number	\$0.50
	Alternate Call Listing	\$2.75
	Reference Listing	\$2.75
	Foreign Listing	\$2.75

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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P.U.C.O. NO. 2

7.	PRIC	CE LIST	A COMPLATE TO A POST OF
7	Loca	al Exchange Service - Rates and Charges (cont'd)	ACTUAL RATES
	В.	Non-Recurring Charges	Per Listing or Per Number Charge
		Tier 1 Service	<u>rer r.umoer Charge</u>
		Primary Listing	N/C
		Non-Published Number	\$2.50
		Additional Listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> Lines	\$0.99
		Tier 2 Services	
		Additional Listings on 1st line	\$0.99
		Non-Listed Number	\$2.50

#### 7.4 Emergency 9-1-1 Charges

These charges pass through the charge approved by the Public Utilities Commission of Ohio, for Ameritech, whose services the Company is reselling.

Current Monthly E-911 Subscriber Charge

Alternate Call Listing

Reference Listing Foreign Listing

\$2.50

\$6.50

\$6.50

\$6.50

#### 7.5 Telephone Service Assistance

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

#### 7.6 Bad Check Charge

The Company charges Customers \$25.00 for checks that are returned.

ISSUED: August 25, 2003

EFFECTIVE: September 26, 2003

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#### **EXHIBIT B**

**Proposed Revised Tariff Pages** 

This tariff P.U.C.O. Tariff No. 3 cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 2 for Local Exchange Services and P.U.C.O Tariff No. 1 for Interexchange Services on file with the Commission

# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE AND INTEREXCHANGE SERVICE FURNISHED BY LDL TELECOM SERVICES, INC. D/B/A KEY COMMUNICATIONS SERVICES THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tariffed in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's principal place of business at 23 South Lisbon Street, Suite M, Canfield, OH 44406 or toll free at (877) 430-2777.

#### **CHECK SHEET**

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

	•	Ü	•	
<u>Page</u>	Revision		<u>Page</u>	Revision
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### EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

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

- C To signify changed regulation.
- D To signify decreased rate.
- I To signify increased rate.
- T Textural Change.
- N New rate or regulation.

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by LDL Telecom Services, Inc. d/b/a Key Communications Services, to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available by contacting the Company at 23 South Lisbon Street, Suite M, Canfield, OH 44406 or toll free at (877) 430-2777.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

#### 1. <u>Definitions</u>

Certain terms used generally throughout this tariff are defined below.

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

<u>Advance Payment</u>: Payment of all or part of a charge for special construction required before the start of service.

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

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

<u>Call Forward No Answer</u>: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

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

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

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

<u>Call Pickup</u>: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

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

#### 1. <u>Definitions</u> (Cont'd)

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

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

<u>Calling Number Delivery</u>: Identifies the 10-digit number of the calling party.

<u>Calling Number Delivery Blocking</u>: Blocks the delivery of the number to the called party on a per call or per line basis.

<u>Class of Service (COS)</u>: Used to prevent a Station from dialing certain codes and numbers.

<u>Company</u>: LDL Telecom Services, Inc. d/b/a Key Communications Services, which is the issuer of this tariff.

**Commission**: The Public Utilities Commission of Ohio.

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

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

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

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

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

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

#### 1. <u>Definitions</u> (Cont'd)

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

<u>Hunting</u>: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

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

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

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

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

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

Mbps: Megabits, or million of Bits, per second.

<u>Message Waiting</u>: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

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

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

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

#### 1. Definitions (Cont'd)

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

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

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

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

<u>Presubscription</u>: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

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

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

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

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

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

#### 2. <u>Regulations</u>

#### 2.1 Undertaking of the Company

#### 2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers 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 herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- 2.1.2.1 The Company reserves the right to limit or 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 facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

#### 2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
  - 2.1.3 <u>Terms and Conditions</u> (Cont'd)
    - 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 that 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.
    - 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
    - 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
    - 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
    - 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

#### 2.1 <u>Undertaking of the Company</u> (Cont'd)

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

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- 2.1.4.1 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 for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.
- 2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- 2.1.4.3 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 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 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.

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
  - 2.1.4 <u>Liability of the Company</u> (Cont'd)
    - 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 shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
    - 2.1.4.6 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.
    - 2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
    - 2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
  - 2.1.4 <u>Liability of the Company</u> (Cont'd)
    - 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
    - 2.1.4.10Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claim, it is also the court's responsibility to determine the validity of the exculpatory clauses.
    - 2.1.4.11Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposes by the Company is approved or sanctioned by the Commission. Customer shall be free to pursue whatever legal remedies they may have should a dispute arise.

### 2.1.5 <u>Notification of Service-Affecting Activities</u>

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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
  - 2.1.6 Provision of Equipment and Facilities
    - 2.1.6.1 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
    - 2.1.6.2 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
    - 2.1.6.3 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. Beyond 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; or
      - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### 2.1 <u>Undertaking of the Company</u> (Cont'd)

### 2.1.7 <u>Non-routine Installation</u>

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

#### 2.1.8 Ownership of Facilities

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

#### 2.1.9 <u>Telecommunications Service Priority</u>

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

#### 2.2 Prohibited Uses

- 2.2.1 The service 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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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

#### 2.3 <u>Obligations of the Customer</u>

- 2.3.1 The Customer shall be responsible for:
  - (a) the payment of all applicable charges pursuant to this tariff;
  - (b) reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
  - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  - (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
  - (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

#### 2.3 Obligations of the Customer (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

#### 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 all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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
- (b) 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 name not contemplated by the agreement between the Customer and the Company.

#### 2.4 <u>Customer Equipment and Channels</u>

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 <u>Station Equipment</u>

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 2.4 <u>Customer Equipment and Channels (Cont'd)</u>

#### 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 local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service 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.

#### 2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

#### 2.5 <u>Payment Arrangements</u>

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

#### 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.
- 2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee as follows, except as may be waived under appropriate circumstances.

<u>Maximum</u> <u>Current</u> \$30.00 \$25.00

- 2. Regulations (Cont'd)
  - 2.5 <u>Payment Arrangements</u> (Cont'd)
    - 2.5.3 <u>Disputed Bills</u>
      - 2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
    - 2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

LDL Telecom Services, Inc.

d/b/a Key Communications Services

330) 702-0759

Facsimile: (330) 702-0035

Toll Free: (877) 430-2777

Canfield, OH 44406

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges, If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Service Monitoring and Enforcement Department Public Utilities Commission of Ohio 180 East Broad Street, tenth Floor Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826 TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.puco.ohio.gov.

Residential customer may also contact the Ohio Consumers' Counsel for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

#### 2.5.5 Deposits

- 2.5.5.1 To safeguard its interests, the Company may, pursuant to the Minimum Telephone Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. 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 average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- 2.5.5.2 Reserved for future use.
- 2.5.5.3 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 within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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

- 2.5 <u>Payment Arrangements</u> (Cont'd)
  - 2.5.5.4 Deposits held for 180 days or longer will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.
  - 2.5.6 <u>Discontinuance of Service</u>
    - 2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.

#### 2.6 <u>Allowances for Interruptions of Service</u>

2.6.1 <u>Credit for Interruptions</u>: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5 of the Ohio Administrative Code.

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

- 2.6 <u>Allowances for Interruptions of Service</u> (Cont'd)
  - 2.6.3 <u>Use of Alternative Service Provided by the Company</u>: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

#### 2.7 Cancellation of Service

#### 2.7.1 <u>Cancellation of Service by the Customer</u>

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, Customer agrees to pay to Company 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 reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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

#### 2.8 <u>Transfer and Assignments</u>

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

#### 2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order and 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.
- 2.9.3 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 deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

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

#### 2.10 <u>Universal Emergency Number Service – 9-1-1</u>

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquires for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

#### 3. Service Descriptions

- 3.1 <u>Local Exchange Service</u>: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
  - place or receive calls to any calling Station in the customer's local calling area, as defined herein;
  - access enhanced Universal Emergency Number/911 Service where available;
  - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
  - access Operator Services;
  - access Directory Assistance;
  - place or receive calls to 800/888 telephone numbers;
  - access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

#### 3.1.1 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio.

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 <u>Local Exchange Service</u> (Cont'd)
    - 3.1.2 <u>General</u> The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.
    - 3.1.3 <u>Class of Service</u>: The Local Exchange Service Offering is offered to primarily residential customers.
      - 3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.
    - 3.1.4 <u>Geographic Zones</u> Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio P.U.C.O. No. 20, Part 4, Section 1.2.A for current zones.
    - 3.1.5 <u>Switched Network Access Channels</u> include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 <u>Basic - Switched Network Access Channels</u> provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 <u>Local Exchange Service</u> (Cont'd)
    - 3.1.6 <u>Local Usage Services</u> The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1
      - 3.1.6.1 Per Message Rate This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.
      - 3.1.6.2 Unlimited Local Calling This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

#### 3. Service Descriptions (Cont'd)

- 3.1 <u>Local Exchange Service</u> (Cont'd)
  - 3.1.7 Enhanced Calling Features are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features.

#### **Feature**

- Call Forward Busy allows incoming calls to a busy line to be routed to a preselected line.
- Call Forward No Answer allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.
- Call Forward Variable allows a customer to activate routing of incoming calls to another line in their key system or to an external number.
- Call Hold permits a customer to place a call on hold by depressing the switch hook, dialing an access code and going on hook.
- Call Park attendant places a call on hold, a code is then dialed to retrieve the call from the parked position.
- Call Pickup, Group all the phones in an area can be answered by dialing a code.
- Call Waiting provides a tone to alert a customer that a second party is calling, and allows the customer to answer the incoming call while holding the original connection.
- Conference Three-Way allows the customer to add a third party to an established call without operator assistance.
- Message Waiting allows a visual, and/or audible tone signal when there is a message waiting.
- Automatic Callback by dialing a code this feature automatically returns the last incoming call whether or not it was answered.
- Calling Number Delivery (Caller ID) allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.
- Calling Number Delivery w/ Name (Caller ID w/ Name) works along with Caller ID, displays telephone number and listed name associated with the telephone number.
- Calling Number Delivery Blocking (Per Line)\* prevents the display of the calling telephone number on all calls dialed.
- Serial Hunting a series of telephone lines are organized so that if the first line is busy the next line is hunted and so on until a free line is found.

\*NOTE: Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

## 3.1.8 <u>Local Exchange Service - Rates and Charges</u>

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges

#### 3.1.8.1 Non-Recurring Charges

	<b>Maximum</b>	Residential	<b>Business</b>
Service Connection Charge per line	\$75.00	\$37.35	\$37.35
Subsequent account changes			
(Changes, Additions per order	\$75.00	\$41.55	\$41.55
Presubscription Change			
Manual change	\$5.50	\$5.50	\$5.50
Electronic change	\$1.25	\$1.25	\$1.25
Optional Feature Activation (per order)		\$7.30	\$7.30

#### NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

#### 3.1.8 <u>Local Exchange Service</u> (Cont'd)

## 3.1.8.2 Monthly Recurring Charges

### Switched Network Access Channels

	Maximum	Residential	<u>Business</u>
Zone A Basic Line, per line	\$45.00	\$17.75	\$17.75
Zone B Basic Line, per line	\$45.00	\$18.25	\$18.25
Zone C Basic Line, per line	\$45.00	\$20.25	\$20.25
Zone D Basic Line, per line	\$45.00	\$22.75	\$22.75

Per Message Rate: Plans include 100 calls per month. The following rates will be applied on a per call basis, regardless of the duration of the call, thereafter.

<u>Maximum</u>	Residential	<u>Business</u>
\$0.12	\$0.08	\$0.08

Unlimited Calling (Residential customers only)

<u>Maximum</u>	Residential	
\$30.00	\$20.00	

#### 3.1.8 <u>Local Exchange Service</u> (Cont'd)

## 3.1.8.3 Enhanced Calling Feature Charges

#### Monthly recurring charge

Caller ID – Numeric listing Call Waiting Caller ID Blocking*	Maximum \$20.00 \$20.00 \$20.00	Residential \$6.00 \$5.00 N/C	Business \$6.00 ** **
Automatic Callback		\$4.00	**
Conference Three Way		\$3.50	**
Call Forwarding Busy		\$4.00	**
Message Waiting		\$0.25	**
Call Forwarding No Answer		\$4.00	**
Remote Call Forwarding		\$17.40	**
Call Forwarding Variable		\$4.00	**
Serial Hunting		\$0.50	**
Call Hold		\$4.00	**
Speed Call (up to 8 numbers)		\$4.00	**
Call Park		\$4.00	**
Call Pickup, Group		\$7.00	**
Caller ID – Number and Name		\$1.95	**

<sup>\*</sup> Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

<sup>\*\*</sup> Detariffed features available to business customers are located in the Company's Pricing Guide.

<sup>\*\*\*</sup> This charge is currently being waived for all customers

#### 3.2 <u>Directory Assistance</u>

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.2.1 Each call to Directory Assistance will be charged as follows.

	<u>Residential</u>	<u>Business</u>
DA, per call	\$0.50	*
DA, with call completion	\$0.50	*

- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
  - -The Customer experiences poor transmission or is cut-off during the call; or
  - -The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

<sup>\*</sup> Detariffed services available to business customers are located in the Company Pricing Guide.

#### 3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

<u>Third Number Billing</u>: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

<u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

<u>Station to Station</u>: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	<u>Residential</u>	<u>Business</u>
Calling Card/Operator	\$2.00	*
Calling Card/Automatic	\$1.50	*
Third Number Billing	\$2.50	*
Collect Calling	\$2.50	*
Person to Person	\$4.00	*
Station to Station	\$2.50	*

<sup>\*</sup> Detariffed services available to business customers are located in the Company Pricing Guide.

- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.3 Operator Assistance (Traditional) (Cont'd)
    - 3.3.2 <u>Busy Line Verification and Interrupt Service</u>: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:
      - 3.3.2.1 <u>Busy Line Verification</u>: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
      - 3.3.2.2 <u>Busy line Verification with Interrupt</u>: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.
      - 3.3.2.3 <u>Rates</u>: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

	Residential	<u>Business</u>
Busy Line Verification	\$1.00	*
Busy Line Interrupt	\$2.00	*

<sup>\*</sup> Detariffed services available to business customers are located in the Company Pricing Guide.

#### 3.4 <u>Directory Listings</u>

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
  - 3.4.5.1 <u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
  - 3.4.5.2 <u>Additional Listings</u>: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

#### 3.4 <u>Directory Listings</u> (Cont,d)

- 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.
- 3.4.5.4 <u>Nonlisted Numbers</u>: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.
- 3.4.5.5 <u>Foreign Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 <u>Alternate Call Listings</u>: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 <u>Reference Listing</u>: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.
- 3.4.5.8 <u>Recurring Charges</u>: Monthly Recurring Charges associated with Directory Listings are as follows:

#### Per Listing or Per Number Charge

	<u>Maximum</u>	Residential	Business
Primary Listing	N/C	N/C	N/C
Non-Published Number	\$4.00	\$0.00	*
Additional listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> lines		\$0.99	*
Additional listing on 1 <sup>st</sup> line		\$0.99	*
Non-listed Number		\$0.50	*
Alternate Listing		\$2.75	*
Reference Listing		\$2.75	*
Foreign Listing		\$2.75	*

<sup>\*</sup> Detariffed services available to business customers are located in the Company Pricing Guide.

- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.4 <u>Directory Listings</u> (Cont,d)
    - 3.4.5.9 <u>Non-Recurring Charges</u>: Non-Recurring charges associated with Directory Listings are as follows:

	Maximum	Residential	<b>Business</b>
Primary Listing	N/C	N/C	N/C
Non-published Number	\$15.00	\$2.50	\$2.50
Additional listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> lines		\$0.99	*
Additional listing on 1 <sup>st</sup> line		\$0.99	*
Non-listed Number		\$2.50	*
Alternate Listing		\$6.50	*
Reference Listing		\$6.50	*
Foreign Listing		\$6.50	*

- 3.5 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.
- 3.6 <u>Vanity Telephone Numbers:</u> At the request of the Customers, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to the availability of a particular number.

<sup>\*</sup> Detariffed services available to business customers are located in the Company Pricing Guide.

#### 3. Service Descriptions (Cont'd)

#### Service Connection Assistance 3.7

#### 3.7.1 General:

- 3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
  - Wavier of applicable deposit requirements under Section 1 of this tariff.
  - Full or partial wavier of applicable service connection charges b. for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

#### 3.7.2 Regulations

- 3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

  - b.
  - C.
  - Home Energy Assistance Program (HEAP); Emergency Home Energy Assistance Program (E HEAP); Ohio Energy Credits Program (OECP); Supplemental Security Income (SSI) under Title XVI of the d. Social Security Act;
  - Food Stamps;
  - f. Federal public housing assistance (Section 8); or,
  - Medical Assistance under Chapter 5111 of the Ohio Revised g. Code (Medicaid).
- 3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection 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 3.7.2.1, 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.
- 3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 3.7.2.4 Service Connection Assistance is available for all grades of service.
- 3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

- 3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

#### 3.7.3 <u>Rates</u>

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

#### 4. <u>Promotional Offerings</u>

Promotional Offerings: 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. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

# **EXHIBIT C**

# **Summary of Changes**

This filing is made in compliance with Case No. 06-1345-TP-ORD

Business Local Exchange and all Interexchange Tier 2 Services have been deleted from the Tariff and are now found in the Company Pricing Guide available by contacting the Company at 23 South Lisbon Street, Suite M, Canton, OH 44406 or by calling toll free (877) 430-2777.

P.U.C.O Tariff No. 1 for long distance services has been replaced in its entirety.

The following pages in P.U.C.O. Tariff No. 2 were affected:

Pages Affected	Changes
1	Adds text regarding location of detariffed services (Title Sheet of P.U.C.O. No. 3)
2-5	Updates check sheet (Page 1 of P.U.C.O. No. 3)
3-4	Updates Table of Contents (Page 2 of P.U.C.O. No. 3)
6	Adds language regarding Customer Rights under MTSS (Page 4 of P.U.C.O. No.
	3)
15	Updates OAC reference (Page 11 of P.U.C.O. No. 3)
16	Adds Termination Liability text (Page 13 of P.U.C.O. No. 3)
17	Updates OAC references (Page 14 of P.U.C.O. No. 3)
23	Updates OAC reference (Page 20 of P.U.C.O. No. 3)
23	Update return check rate (Page 20 of P.U.C.O. No. 3)
24	Updates billing dispute contact information (Page 21 of P.U.C.O. No. 3)
25	Update deposit language and OAC references (Page 22 of P.U.C.O. No. 3)
26	Update OAC references (Page 23 of P.U.C.O. No. 3)
27	Removed reference to Telephone Service Requirements Form (Page 25 of
	P.U.C.O. No. 3
28	Update OAC reference (Page 26 of P.U.C.O. No. 3)
30	Update language for exchange areas served (Page 28 of P.U.C.O. No. 3)
31-36	Remove exchange listings
37	Revise Geographic zone language (Page 29 of P.U.C.O. No. 3)
40	Current Rates moved from Price List Pages 54 (Page 32 of P.U.C.O. No. 3)
41-42	Current Rates moved from Price List Page 55-56; (Page 33 and 34 of P.U.C.O.
	No. 3)
43-45	Current Rates moved from Price List Page 56-57; (Page 35-37 of P.U.C.O. No.
	3)
48	Current Rates moved from Price List Page 57-58; (Page 39-40 of P.U.C.O. No.
	3)

#### **EXHIBIT D**

# Explanation of Compliance with Rule 4901-6-05(G)(3) Regarding Disclosure of Rates, Terms, and Conditions for Detariffed Services

Web address, and Company physical address where Customers may obtain copies of the materials and publications in Compliance with Rule 4901-6-05(G)(3)

In accordance with Rule 4901:1-6-05(G)(3), Rates, Terms, and Conditions for detariffed services are now available by contacting the company at:

LDL Telecom Services, Inc. d/b/a Key Communications Services 23 South Lisbon Street, Suite M Canfield, OH 44406

Toll Free Telephone Number: (877) 430-2777

# **EXHIBIT E**

**Customer Notice** 

#### IMPORTANT RESIDENTIAL CUSTOMER NOTICE

June 19, 2008

Dear Valued Subscriber:

Beginning on July 5, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Key Communications Services (LDL Telecom Services, Inc.) will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Key Communications Services (LDL Telecom Services, Inc.) must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. You can request a copy of this information by contacting Key Communications Services (LDL Telecom Services, Inc.) at 23 Lisbon Street, Suite M, Canfield, OH 44406 or toll-free at 1-877-430-2777.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Key Communications Services (LDL Telecom Services, Inc.) at the toll free number 1-877-430-2777. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

LDL TELECOM SERVICES, INC.

**DBAKEY COMMUNICATIONS SERVICES** 

President

#### **IMPORTANT NON-RESIDENTIAL CUSTOMER NOTICE**

June 19, 2008

Dear Valued Subscriber:

Beginning on July 5, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Key Communications Services, Inc. (LDL Telecom Services, Inc.) will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Key Communications Services, Inc. (LDL Telecom Services, Inc.) provides long distance telecommunication services in the State of Ohio.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Key Communications Services, Inc. (LDL Telecom Services, Inc.) must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. You can request a copy of this information by contacting Key Communications Services, Inc. (LDL Telecom Services, Inc.) at 23 Lisbon Street, Suite M, Canfield, OH 44406 or toll-free at 1-877-430-2777.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the Key Communications Services (LDL Telecom Services, Inc.), instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Key Communications Services, Inc. (LDL Telecom Services, Inc.) at the toll free number 1-877-430-2777.

Yours truly,

LDL Telecom Services, Inc. dba Key Communications Services

330-702-0759 • 877-430-2777 • Fax 330-533-8449

# **EXHIBIT F**

**Customer Notice Affidavit** 

#### CUSTOMER NOTICE AFFIDAVIT

STATE OF OHIO : SS COUNTY OF STARK :

# **AFFIDAVIT**

I, Michael C. McNally, am the President of the applicant corporation, LDL Telecom Services, Inc. d/b/a Key Communications Services, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through direct mailing on June 19, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on Tunk 23 2008 (ANTIELD, OHIO (Date) (Location)

(Signature and Title) (Date)

Subscribed and sworn to before me this June 23, 2008

Notary Public

My Commission Expires:

THERESA A. SCHLEGEL, Notary Public

State of Ohio
My Commission Expires 2/-

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

7/2/2008 3:54:45 PM

in

Case No(s). 08-0852-TP-ATA

Summary: Application to Detariff Certain Tier 2 Services and make other changes related to the implementation of Case No. 06-1345-TP-ORD. electronically filed by Mr. Patrick D. Crocker on behalf of LDL Telecom Services, Inc. d/b/a Key Communications Services