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July 15, 2008
Via E-Filing

Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

RE: 08-353-TP-ATA; Amended Tariff Pages for Detariffing Application on behalf of LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV

Dear Ms. Jenkins:

Enclosed for filing please find the amended tariff pages associated with the application to detariff filed on behalf of LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV. assigned the above referenced Case No. These amended pages make revisions described below to comply with the Commission's detariffing rules, per staff's request.

The following tariff pages are included with this filing:

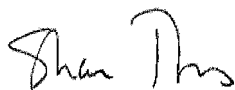
Original Page 1 & 2	Updates Check Sheet;
Original Page 6	Language provided has been updated as request
Original Page 12	Language provided has been updated as request
Original Page 12.1	Text moved from Original Page 12
Original Page 13	Return check charge maximum has been removed
Original Page 14	Language has been updated as requested
Original Page 21	Text moved from Original Page 21
Original Page 21.1	Language provided has been updated as request
Original Page 42	Value Rate package does have long distance minutes therefore it has been removed
Original Page 43	Service removed
Original Page 71	Language provided has been updated as request

In response to questions 39 and 40, this is a standalone business service therefore no changes have been made.

Continuation Page
July 15, 2008

Questions regarding this filing may be directed to (407) 740-3031 or via e-mail at sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose. Thank you for your assistance.

Sincerely,



Sharon Thomas, Consultant to
LDMI Telecommunications, Inc
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

ST/lm
Enclosures

cc: Office of Ohio Utilities Consumer Counsel
Margaret Ring - LDMI
file: LDMI - OH - Local
tms: OHL0801b

LOCAL EXCHANGE SERVICES

CHECK SHEET

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Sheet No.</u>	<u>Level</u>		<u>Sheet No.</u>	<u>Level</u>	
1	Original	*	31	Original	*
2	Original	*	32	Original	*
3	Original	*	33	Original	*
4	Original	*	34	Original	*
5	Original	*	35	Original	*
6	Original	*	36	Original	*
7	Original	*	37	Original	*
8	Original	*	38	Original	*
9	Original	*	39	Original	*
11	Original	*	40	Original	*
12	Original	*	41	Original	*
12.1	Original	*	42	Original	*
13	Original	*	43	Original	*
14	Original	*	44	Original	*
15	Original	*	45	Original	*
16	Original	*	45.1	Original	*
17	Original	*	46	Original	*
18	Original	*	47	Original	*
19	Original	*	48	Original	*
20	Original	*	49	Original	*
21	Original	*	50	Original	*
21.1	Original	*	51	Original	*
22	Original	*	52	Original	*
23	Original	*	53	Original	*
24	Original	*	54	Original	*
25	Original	*	54.1	Original	*
26	Original	*	55	Original	*
27	Original	*	56	Original	*
28	Original	*	57	Original	*
29	Original	*	58	Original	*
30	Original	*	59	Original	*

* Indicates Tariff Pages Included with this Filing.

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Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
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OHL0801b

LOCAL EXCHANGE SERVICES

CHECK SHEET, (Cont'd.)

<u>Sheet No.</u>	<u>Level</u>	
60	Original	*
61	Original	*
62	Original	*
63	Original	*
64	Original	*
65	Original	*
66	Original	*
67	Original	*
68	Original	*
69	Original	*
70	Original	*
71	Original	*
72	Original	*
73	Original	*
74	Original	*
75	Original	*

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LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

www.cavtel.com

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Liabilities of Company, (Cont'd.)

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.9 The Company shall be indemnified and held harmless by the Customer against the following:
- A. Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.3.10 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service

2.7.1 Billing and Collection of Charges

- A. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Monthly invoices sent to the Customer are due nineteen (19) days from the date of the postmark on the bill. If the bill is not paid by the due date, it becomes past due and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- C. In no case shall service be actually disconnected until seven days after written notice has been given to the Customer.
- D. Returned Check Fee - A return check charge will be assessed for checks returned for insufficient funds. The Company may waive the returned check fee under appropriate circumstances.

	<u>Current</u>
Per Returned Check	\$25.00

- E. Customer Bills will be rendered pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.
- F. Adjustments to subscriber bills for local service will be made pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service, (Cont'd.)

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

- G. If the Customer requests a duplicate bill, there is a charge for the processing and mailing of this request

	<u>Maximum</u>	<u>Current</u>
Duplicate Bill Charge, Per Bill	\$50.00	\$25.00

- H. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

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

If you have a dispute that is not resolved after you have called LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications also d/b/a Cavalier Telephone and TV, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

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

- I. If the service is disconnected by the Company (in accordance Section 2.11) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.11) and later restored, restoration of service will be subject to the nonrecurring rates in Section 4 of this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.17.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.4 Termination Liability - To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. The Customer will be notified of the termination liability provisions prior to installation.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.
- C. Inclusion of early termination liability by the company in its tariff or contract does not constitute a dermination by the Public Utilites Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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LOCAL EXCHANGE SERVICES

SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.2 Basic Business Service, (Cont'd.)

D. [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
 - 5.1.2 Basic Business Service, (Cont'd.)
 - D. [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.1 Special Construction, (Cont'd.)

7.1.4 Termination Liability, (Cont'd.)

- C. Calculating Termination Charges B Termination charges shall be computed in accordance with tariff regulations in Section 7.1.4.A and 7.1.4.B or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. Inclusion of early termination liability by the company in its tariff or contract does not constitute a dermination by the Public Utilites Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise

7.2 Non-routine Installation and/or Maintenance

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

7.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/15/2008 11:10:42 AM

in

Case No(s). 08-0353-TP-ATA

Summary: Amended Application to make revisions to comply with the Commission's detariffing rules, per staff's request electronically filed by Miss Laura McGrath on behalf of LDMI Telecommunications, Inc.