FILE

Raise the Ceiling of a Rate

service charges

(see "Other" below)

2 Service(s)

<u>Tier 2 Regulatory Treatment</u> Residential - Introduce non-recurring

Residential - Introduce New Tariffed Tier

Residential - Change Rates, Terms and

Conditions, Promotions, or Withdrawal

Residential - Tier 2 Service Contracts

Commercial (Business) Contracts

Business Services (see "Other" below)
Residential & Business Toll Services

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS (Effective: 01/18/2008)

*	(Effective: 01/1	(8/2008)	-	To Co
In the Matter of the Application of NYNEX Lor Company d/b/a Verizon Enterprise Solutions to In Operations Notice		TRF Docket No. 90-5721- Case No. 90 - 10 K -' NOTE: Unless you have reserv leave the "Case No" fields BLA	CT-TRF  TP - CFO ed a Case # or are f	ime of Contract les
Name of Registrant(s) NYNEX Long Distance	: Company			.0 %
DBA(s) of Registrant(s) Verizon Enterprise So				
Address of Registrant(s) 1320 N. Courthouse I		on. VA 22201		
Company Web Address verizonldregulatory.co		VIII 22211VI		•
Regulatory Contact Person(s) Cassandra Cole		Phone Cassandra <u>7</u> <u>383-0490</u> <u>Cheryl 703-974-32</u>	383-0491 43 Cheryl 70	<u>)3-525-3387</u>
Contact Person for Annual Report Joan Engler	<u>, Verizon</u>		Phone <u>90</u>	<u>8-559-2366</u>
Address (if different from above) One Verizor	Way, VC33E243, Bas	king Ridge, NJ 07920		
Consumer Contact Information Carmen McMi	llan, Bell Atlantic Com	munications, Inc.	Phone <u>88</u>	8-483-777 <u>0</u>
Address (if different from above) 7979 N. Bel	tline Rd., Irving, TX 7:	<u>5603</u>		
Motion for protective order included with filin	g? 🗌 Yes 🖾 No			
Motion for waiver(s) filed affecting this case?	Yes No [Note	: Waivers may toll any autor	natic timeframe.	]
Section I – Pursuant to Chapter 4901:1: submitting this form by checking the bo NOTES: (1) For requirements for various applicati application form noted. (2) Information regarding the number of copies req under the docketing information system section, by of the Commission.	oxes below. CMRS p ons, see the identified sect uired by the Commission	roviders: Please see the be ion of Ohio Administrative Code may be obtained from the Comm	ottom of Section Section 4901 and ission's web site at	<b>n II.</b> Nor the supplemental t <u>www.puco.ohio.gov</u>
Carrier Type  Other (explain below)	☐ ILEC	CLEC		AOSYLOS
Tier 1 Regulatory Treatment				हु भ म
Change Rates within approved Range	☐ TRF <u>1-6-04(B)</u> (0 day Notice)	TRF <u>1-6-04(B)</u> (0 day Notice)		ing base
New Service, expanded local calling	☐ ZTA <u>1-6-04(B)</u>	☐ ZTA <u>1-6-04(B)</u>		ar ar
area, correction of textual error	(0 day Notice)	(0 day Notice)		9 9
Change Terms and Conditions,	☐ ATA <u>1-6-04(B)</u>	☐ ATA <u>1-6-04(B)</u>		g o H
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)	• ••	<b>ង ខ្លួ</b>
Introduce or Increase Late Payment or	ATA <u>1-6-04(B)</u>	ATA <u>1-6-04(B)</u>		
Returned Check Charge	(Auto 30 days)	(Auto 30 days)		
Business Contract	CTR <u>1-6-17</u> (0 day Notice)	☐ CTR <u>1-6-17</u> (0 day Notice)		in Sauc
Withdrawal	ATW <u>1-6-12(A)</u> (Non-Auto)	ATW <u>1-6-12(A)</u> (Auto 30 days)	-	the epro

Not Applicable

TRF <u>1-6-05(E)</u> (0 day Notice)

TRF 1-6-05(C)

TRF 1-8-05(E)

(0 day Notice)

(0 day Notice)

CTR <u>1-6-17</u>

(0 day Notice)

Not Filed

Detariffed

Detariffed

SLF <u>1-6-04(B)</u>

TRF <u>1-6-05(E)</u> (0 day Notice)

TRF <u>1-6-05(C)</u>

TRF 1-6-05(E)

CTR <u>1-5-17</u>

TRF 1-6-05(C)

☐ TRF <u>1-6-05(E)</u> (0 day Notice)

CTR <u>1-6-17</u>

(0 day Notice)

Not Filed

Detariffed

Detariffed

(0 day Notice)

(Auto 30 days)

(0 day Notice)

(0 day Notice)

(0 day Notice)

Not Filed

Detariffed

Detariffed

# Section'I - Part II - Certificate Status and Procedural

Certificate Status	ILEÇ	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		☐ ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)	☐ ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN <u>1-6-11(A)</u> (Non-Auto)	ABN <u>1-6-11(A)</u> (Auto 90 day)	ABN <u>1-6-11(8)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN <u>1-6-11(A)</u> (Auto 30 days)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u> (Auto 30 days)	ACN <u>1-6-14(B)</u> (Auto 30 days)	☑ CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u> (Auto 30 days)	ACO <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u> (Auto 30 days)	AMT <u>1-6-14(B)</u> (Auto 30 days)	O day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u> (Auto 30 days)	ATC <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR <u>1-6-14(B)</u> (Auto 30 days)	☐ ATR <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notic <del>e</del> )
Procedural		2003418001831117		
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)
3 ()	(b day Notice)	(O day Notice)	(o day redace)	(B dily Holloc)
Section II – Carrier to Carrier (Pursua		RS and Other	(O day Honde)	NOTES TO SERVICE STATE OF THE SERVICE STATE STATE OF THE SERVICE STATE STAT
			(O day Honce)	
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Section II – Carrier to Carrier (Pursual  Carrier to Carrier	nt to <u>4901:1-7</u> ), CMF	RS and Other  CLEC	(o day nonce)	and the production of the second seco
Section II – Carrier to Carrier (Pursual  Carrier to Carrier  Interconnection agreement, or	nt to <u>4901:1-7</u> ), CMF ILEC □ NAG <u>1-7-07</u>	CLEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)	(o day nonce)	The second secon
Section II – Carrier to Carrier (Pursual  Carrier to Carrier  Interconnection agreement, or amendment to an approved agreement  Request for Arbitration  Introduce or change c-t-c service tariffs,	ILEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14 (Auto 30 day)	CLEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09	(o day nonce)	(C dily redice)
Section II – Carrier to Carrier (Pursual  Carrier to Carrier  Interconnection agreement, or amendment to an approved agreement  Request for Arbitration  Introduce or change c-t-c service tariffs,  Introduce or change access service pursuant to 07-464-TP-COI	ILEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14	CLEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14	(o day nonce)	(C disy redice)
Section II – Carrier to Carrier (Pursual  Carrier to Carrier  Interconnection agreement, or amendment to an approved agreement  Request for Arbitration  Introduce or change c-t-c service tariffs,  Introduce or change access service pursuant to 07-464-TP-COI  Request rural carrier exemption, rural	ILEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14 (Auto 30 day)  ATA	CLEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14	(o day nonce)	(C day redice)
Section II – Carrier to Carrier (Pursual  Carrier to Carrier  Interconnection agreement, or amendment to an approved agreement  Request for Arbitration  Introduce or change c-t-c service tariffs,  Introduce or change access service pursuant to 07-464-TP-COI	ILEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14 (Auto 30 day)  ATA (Auto 30 day)  UNC 1-7-04 or	CLEC  NAG 1-7-07 (Auto 90 day)  ARB 1-7-09 (Non-Auto)  ATA 1-7-14 (Auto 30 day)	(o day nonce)	(Cody Rodo)
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\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the

Commission's Web Page for a complete list of exhibits.

	101 5 77 CO 1 112 C 101 II COMPICE VISE OF CAMPINS.
Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Verizon Ente	
(Name)	statement on its behalf.
I attest that these tariffs comply with all applicable rules, includ	ing the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-
5 OAC for the state of Ohio. I understand that tariff notific	ation filings do not imply Commission approval and that the Commission's rules,
including the Minimum Telephone Service Standards, as mod	fied and clarified from time to time, supersede any contradictory provisions in our
tariff. We will fully comply with the rules of the state of Oh	o 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) 2/17/09	,
Executed on (Date)	at (Location) Marion office
*(C)	(Date) 2/1
*(Signature and Title) as Sanda C	De To
	~

This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

# VERIFICATION

	•
I, <u>Cassandra Cole</u> verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of a	
*(Signature and Title) Cassandra Coll Dik	(Date) $\gamma$

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

\*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.

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

Or

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



DATE: 01/30/2009 DOCUMENT ID 200903000078

DESCRIPTION
CONVERSION WITHIN SOS RECORDS
(CVS)

FILING

200.00

PEVALTY

CERT.

COPY

Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM 4400 EASTON COMMONS WAY, SUITE 125 ATTN: TIMOTHY ROBERSON COLUMBUS, OH 43219

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

934332

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

#### VERIZON ENTERPRISE SOLUTIONS LLC

and, that said business records show the filing and recording of:

Document(s):

Document No(s):

200903000078

CONVERSION WITHIN SOS RECORDS (CHANGE BUSINESS TYPE FOR PROFIT LIM, LIAB, CO.)

United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 29th day of January, A.D. 2009.

Ohio Secretary of State

FILE

RECEIVED-BOCKETING BIV

veri<u>zon</u>

2888 DEC -4 AM 10: 41

1300 Columbus-Sandusky Rd. N. Marion, OH 43302

PUCO

December 1, 2008

Ms. Renee J. Jenkins
Public Utilities Commission of Ohio
Chief of Docketing
180 E. Broad St.
Columbus, OH 43215-3793

RE: PUCO Case Nos. 08-1256-TP-CIO and 08-1255-TP-CIO

Dear Ms. Jenkins:

After discussion with Staff, Verizon is providing the following information to be docketed in the above-referenced cases. VZ-NY is an abbreviation for Verizon-New York. The designated contact for any correspondence or inquiries regarding this reorganization is Frederick Pappalardo, Esq., Verizon Corporate Services Corp., One Verizon Way, Basking Ridge, NJ 07920. He can be reached at (908) 559-5694 (phone) or via email at frederick.c.pappalardo@verizon.com. Vincent J. Woodbury – President can be reached at 908-559-1000. John D. Broten – Vice President can be reached at 908-559-1000. James F. Morgan – Secretary can be reached at 908-559-1000. Robert S. Fitzmire – Treasurer can be reached at 302-761-4200.

Sincerely,

Cassandra Cole

Director

This is to certify that the images appearing are an accurate and remplete reproduction of a case file document delivers in the regular course of business.

Technician SMA Date Processed DFC 0.4 2008

# **EXHIBIT A**

# **CURRENT TARIFF SHEETS**

<u>Tariff</u> P.U.C.O. 2

Section

Sheet No.
Original Title Page
1<sup>ST</sup> Revised Page 1
Original Pages 2-27

Replaces NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions

Tariff No. 1 in its entirety due to detariffing.

#### TITLE SHEET

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

# NYNEX LONG DISTANCE COMPANY D/B/A VERIZON ENTERPRISE SOLUTIONS

#### Case No. 90-5721-CT-TRF

Resale Telecommunications Services	Page References
Long Distance Telecommunications Service	24
Operator Services	25
Promotions	<b>27</b> ·

This Tariff describes the Company's Regulated Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). 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 Price List of Detariffed / Nonregulated Services not included in this tariff on the Company's website at: www.verizonldregulatory.com.

# CHECK SHEET

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

PAGE Title 1 2	REVISION Original First	•	PAGE 26 27	REVISION Original Original	PAGE	REVISION
3	Original Original					•
4						
5	Original		· v			
	Original					·
6 7	Original					
8	Original					
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19	Original					
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21	Original					
22	Original					
23	Original	*				
24	First	-				
25	Original					

<sup>\* -</sup> indicates those pages included with this filing

Issue Date: June.3, 2008

Effective Date: June 4, 2008

TABLE OF CONTENT	rs
Definition of Terms and Abbreviations	6
Regulations	8
Description of Service and Rates	20
Miscellaneous Services	25
Promotions	77

#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)

D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the 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 shall 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.

#### **EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or change.
- (S) To signify a reissued matter.
- (T) To signify a change in text but no change in rate or regulation.
- (Z) To signify a correction.

# APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interLATA and intraLATA intrastate long distance telecommunications services by NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions for the use of Customers transmitting messages within the State of Ohio, subject to the jurisdiction of the Ohio Public Utilities Commission ("Commission").

This tariff is on file with the Commission, located at 180 East Broad Street, Columbus, Ohio 43215-3793. In addition, this tariff is available for review at the offices of NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions, located at 1320 N. Courthouse Road, 6th Floor, Arlington, Virginia 22201 and on the Company's website at: www.verizonldregulatory.com.

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Coordination - Access Coordination is the functions performed by the Company for the coordination of the maintenance, trouble shooting and repair of the Access Local Loop.

Access Line - A facility arrangement which connects Customer's location to the underlying carrier's network switching center.

Agency Coordination - Agency Coordination are the functions performed by the Company acting as the customer's agent for the design, ordering, installation, pre-service testing and service turn-up of an Access Local Loop. When acting as the Customer's agent, the Company will design the service based on standard engineering considerations. These considerations may not produce a minimum price configuration.

Authorization Code - A numerical code, one or more of which are available to Customer to enable it to access Carrier's Service, and which are used by Carrier both to prevent unauthorized access to its Service and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

Busy Line Verification Call - An operator-assisted call in which Customer requests operator assistance to determine whether or not there is an ongoing conversation at the called number.

Calling Card Call - An operator-assisted or automated call in which Customer places an intrastate call and requests that the charges for the call be billed to an authorization code rather than to the originating or terminating telephone number.

Carrier - NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions.

Carrier Identification Code (CIC) - A unique three (3) or four (4) digit code assigned to a carrier and used to identify that carrier to the Local Exchange Carrier and for placing calls on a non-presubscribed basis. Carrier's CIC is "6953".

Collect Call - An operator-assisted intrastate call in which all usage sensitive charges and per call charges for the call are assessed against the called party rather than the calling party.

Commission - The Ohio Public Utilities Commission

Conversation Minutes - For billing purposes, calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when the calling party disconnects.

Customer - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff.

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)

Emergency Interruption Call - An operator-assisted international call in which Customer requests operator assistance to interrupt an ongoing conversation, regardless of whether or not the interruption is successful.

Holidays - Holidays recognized by Carrier include New Year's Day\*, Martin Luther King Day, President's Day, Memorial Day, Independence Day\*, Labor Day, Columbus Day, Veteran's Day\*, Thanksgiving Day, and Christmas Day\*. When any of the four asterisked (\*) holidays falls on a Saturday or Sunday, the recognized holiday shall be observed on the preceding Friday or the following Monday, respectively.

Long Distance Message Telecommunications Service (LDMTS) - Long Distance Telecommunications Service offered pursuant to this tariff.

Off-Peak - All hours other than those included in the Peak period, as indicated below, or as otherwise described in the service offering description in this tariff.

Operator Assisted Call - An operator-assisted intrastate call the nature of which is not otherwise described by the specific definitions of operator-assisted calls provided herein.

Operator Dialed Call - An operator-assisted intrastate call in which Customer has the ability to dial all the digits necessary for call completion but instead accesses an operator and requests that the operator complete the call.

Peak - From 7:00 AM up to but not including 7:00 PM Monday through Friday, excluding recognized holidays as defined above or as otherwise described in the service offering description in this tariff.

Person-To-Person Call - An operator-assisted intrastate call in which the caller specifies the name of a particular person, department, extension, or other recognizable entity and in which the caller is not billed for that call unless the specific person or entity named is reached.

Point-Of-Presence (POP) - The actual (physical) location at which the network of the underlying carrier is accessed within the state or LATA.

Service - Any or all international service(s) provided by Carrier pursuant to this tariff.

Third Number Billed Call - An operator-assisted intrastate call in which Customer requests that the charges for the call be billed to a telephone number other than the originating or terminating telephone number.

#### **SECTION 2 - REGULATIONS**

# 2.1 Undertaking of the Carrier

NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions is subject to the Commission's rules for Minimum Telephone Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS (Ohio Adm. Code 4901:1-5) These safeguards can be found in the Appendix to Ohio Adm. Code 4909:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These right and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

- 2.1.1 Service is furnished for intrastate telecommunications originating at specified points within the State of Ohio under the terms and conditions of this tariff.
- 2.1.2 Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Carrier neither owns nor operates telecommunications facilities within the State of Ohio, but rather resells intrastate telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier.
- 2.1.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6 Service may be terminated to the Customer, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

#### 2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities from the underlying carrier and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.

Case No. 08-336-TP-ATA

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

- 2.2.3 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 Service may not be used for any unlawful purpose.
- 2.2.5 Carrier may require Customer to sign an application form furnished by Carrier and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of Service. Carrier's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.9 of this tariff. Carrier may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer. An application for Service canceled by the applicant or by Carrier prior to the establishment of Service is subject to the provisions of this tariff.

#### 2.3 Limitations on Liabilities

- 2.3.1 The liability of Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service, and not caused by the negligence of the Customer commences upon activation of Service and in no event exceeds an amount equivalent to the charges the Carrier would make to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability does not include avoidable damage to Customer's premises.
- 2.3.2 Carrier shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Carrier.

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

- 2.3.3 Except as specified in Section 2.3.1, Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation, or other action of any governing authority or agency thereof. With respect to the Services, Carrier hereby expressly disclaims all warranties, expressed or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.3.4 The Carrier shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by the Carrier's facilities. The Customer shall indemnify and save harmless the Carrier from any third party claims for such damages referred to in Section 2.3.1.
- 2.3.5 The Carrier is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Carrier's network. Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.3.6 Inclusion 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 imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they my have should a dispute arise.

# 2.4 Cancellation or Discontinuance of Service by Carrier

Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement. Carrier may also discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service. All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

2.4.1 For noncompliance with or violation of any applicable municipal, state, or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.

# 2.4 Cancellation or Discontinuance of Service by Carrier, (Cont'd.)

- 2.4.2 For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- 2.4.3 For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this tariff.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 After applicable notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.

# 2.5 Cancellation or Termination of Service by Customer

- 2.5.1 Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.
- 2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or habilities incurred on behalf of Customer by Carrier.
- 2.5.3 Carrier shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is somer.

  This 30-day period shall begin on the day of receipt of notice from Customer.

# 2.6 Contract Service Arrangements

Customer specific contract service arrangements may be furnished in lieu of existing tariff offerings. Carrier shall file with the Commission the rates related to any such contract service arrangements prior to implementation of service, to be effective upon filing.

- 2.6.1 Rates, charges, term, and additional regulations, if applicable, for the contract service arrangement shall be developed on an individual case basis.
- 2.6.2 Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in this tariff.

#### 2.7 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

# 2.8 Payment and Billing

- 2.8.1 For billing of fixed charges, Service is considered to be established upon the day which Carrier notifies Customer of installation and testing of Customer's Service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.
- 2.8.2 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25th day after the billing date or as allowed by law.
- 2.8.3 The security of Customer's Authorization Codes is the responsibility of Customer. All calls placed using Customer's Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer.

# 2.8 Payment and Billing, (Cont'd.)

- 2.8.4 Carrier reserves the right to examine the credit record of an applicant or Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored, and a deposit may be required.
- 2.8.5 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.8.6 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

Case No. 08-336-TP-ATA

# 2.9 Deposits

- 2.9.1 Each applicant for Service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Carrier shall pay interest on deposits pursuant to applicable rules and regulations.
- 2.9.2 A deposit shall not exceed the estimated charges for two (2) month's tariffed service plus thirty (30) percent of the estimated charge for a specified customer, and shall be returned:
  - When an application for Service has been canceled prior to the establishment of Service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
  - At the end of six (6) consecutive months of a satisfactory credit history.
  - Upon the discontinuance of Service. Carrier shall apply the Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to the Customer.

Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. The fact that a deposit has been made in no way relieves Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

# 2.10 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.11 Interconnection

Service furnished by Carrier may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

# 2.12 Inspection, Testing and Adjustment

- 2.12.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.12.2 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.
- 2.12.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) consecutive hours.

# 2.13 Interruption of Service

- 2.13.1 It shall be the obligation of Customer to notify Carrier of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Carrier. Carrier liability for service interruption is limited according to the provisions of Section 2.3 hereof.
- 2.13.2 When Service is interrupted for two (2) hours or more, credit is allowed on demand to Carrier, computed as set forth below, provided such interruption is not shown by Carrier to have been caused by the negligence or willful action of Customer, or any other person at the Customer's terminal location, or is not caused by the failure of Customer's equipment or power supply.
- 2.13.3 Credit is computed by multiplying the monthly rate for Service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have seven hundred twenty (720) hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.

# 2.13 Interruption of Service, (Cont'd.)

- 2.13.4 An interruption is measured from the time Carrier detects trouble or the Customer notifies Carrier of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of Service of less than two (2) hours. The credit for a billing period shall not exceed the monthly rate.
- 2.13.5 For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

#### 2.14 Escalation and Problem Resolution

Customers who are not satisfied with Carrier's response to their inquiries or who have unresolved billing or collection problems may escalate those unresolved matters to the NYNEX Long Distance Company Escalation Office, at the following address:

NYNEX Long Distance Company Escalation Office 1603 LBJ Freeway, Suite 300 - TXFBRB042A Dallas, Texas 75234

Telephone (800) 785-5624 Facsimile (800) 327-5182

# 2.15 Toll Blocking Rules

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- 2.15.1 The Customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- 2.15.2 The Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- 2.15.3 The Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

Toll Blocking is provided pursuant to the Minimum Telephone Service Standards as codified in the Ohio Administrative Code.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service require a deposit for toll service.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to the Company, the company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

# 2.16 Other Rules

- 2.16.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.16.2 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.16.3 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

# 3.1 General

Presubscribed service is offered from locations served with equal access end offices.

The Company's service is available twenty-four hours per day, seven (7) days a week.

All usage rates are expressed as rate per minute, unless otherwise clearly indicated.

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia Technologies (formerly known as BellCore) and on file with the FCC in NECA Tariff FCC No. 4, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

$$\sqrt{\frac{(v_1 - v_1)^2 + (h_1 - h_2)^2}{10}}$$

Formula:

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

# 3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when either party disconnects from the call, except in cases where the switching facility is unable to detect called party disconnect. In such cases, the calling party controls the termination of the call.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this tariff. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.3.5 No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person to person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.
- 3.3.6 Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny.

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

# 3.3 Timing of Calls, (Cont'd.)

# 3.3.7 Time-Of-Day Rate Periods

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all calls.

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

A. Optional Calling Plans Time of Day Rate Periods

The following time of day rate periods apply to optional calling plans, unless otherwise specified in this tariff:

Peak:

7:00 AM to 7:00 PM\*, weekdays

Off Peak:

All other days and hours which are not included in

Peak Rate Period above

Flat:

Twenty-four hours per day, seven (7) days a week

B. Operator Services Time of Day Rate Periods

Peak:

7:00 AM to 7:00 PM\*, weekdays

Off Peak:

All other days and hours which are not included in

Peak Rate Period above

\* - to, but not including.

P.U.C.O. Tariff No. 2 First Revised Page 24 Cancels Original Page 24

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 (Reserved For Future Use)

(D)

(D)

Issue Date: June 3, 2008

Effective Date: June 4, 2008

#### SECTION 4 -MISCELLANEOUS SERVICES

# 4.1 Operator Services

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a Travel and/or Calling Card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used to bill the Company's services. The Company reserves the right to verify acceptance of charges prior to billing to a third party number.

- 4.1.1 Operator Services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Personto-Person, Collect, Third-Party, Calling Card, and/or Travel Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.7 below.
- 4.1.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.1.6 below.
- 41.5 The Company reserves the right to validate the billing method of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

# SECTION 4 -MISCELLANEOUS SERVICES, (Cont'd.)

# 4.1 Operator Services, (Cont'd.)

# 4.1.6 Per-Call Service Charges

The following Per Call Service Charges apply in addition to the charges specified in Section 4.1 Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

Customer Dialed Calling Card Station	\$0.00
Operator Assisted Calling Card Station	\$2.50
Operator Assisted Station to Station:	\$2.50
Billed Collect: Billed to Third Party	\$2.50 \$2.50
Operator Assisted Person to Person	\$2.75

# 4.2 Operator Services Usage Charges

# 4.2.1 General Description

Calls are billed in one minute increments after an initial minimum call duration of one (1) minute. Any partial minute is rounded up to a full minute. There is no minimum monthly billing.

# 4.2.2 Rates

The Customer is charged for actual usage for each call. Rates are based on the time of day rate period during which the call takes place and the duration.

Usage Rates Per Minute:

Peak Rate Period		Off-Peak Rate Period		
Initial Period	Add'l Period	Initial Period	Add'l Period	
\$0.3600	\$0.3600	\$0.3600	\$0.3600	

#### **SECTION 5 - PROMOTIONS**

# 5.1 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

# **EXHIBIT B**

# PROPOSED TARIFF SHEETS

Tariff P.U.C.O. No. 3

Section

Sheet No. Original Title Page Original Pages 1-26

Effective: February 18, 2009

This tariff, Verizon Enterprise Solutions LLC, P.U.C.O. Tariff No. 3, replaces in its entirety NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions P.U.C.O. Tariff No. 2, currently on file with the Commission.

#### TITLE SHEET

# P.U.C.O. Tariff No. 2

#### VERIZON ENTERPRISE SOLUTIONS LLC

#### Case No. 90-5721-CT-TRF

Resale Telecommunications Services	Page References
Operator Services	24
Promotions	26

This Tariff describes the Company's Regulated Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). 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 Price List of Detariffed / Nonregulated Services not included in this tariff on the Company's website at: www.verizonldregulatory.com.

Issued: February 18, 2009

Issued By:

Vincent J. Woodbury, President

Verizon Enterprise Solutions LLC 1320 N. Courthouse Road, 6th Floor

Arlington, Virginia 22201

#### **CHECK SHEET**

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*	AAGE	TED ( IBIOT )
1	Original	*	20	Original		•	
2	Original	*					
3	Original	*					
4	Original	*					
5	Original	*					
6	Original	*					
7	Original	*					
8	Original	*					
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10	Original	*					
11	Original	*					
12	Original	*					
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

<sup>\* -</sup> indicates those pages included with this filing

Issued: February 18, 2009 Effective: February 18, 2009

Issued By: Vincent J. Woodbury, President

Verizon Enterprise Solutions LLC 1320 N. Courthouse Road, 6th Floor

TABLE OF CONTENTS							
Definition of Terms and Abbreviations	6						
Regulations	8						
Description of Service and Rates	20						
Miscellaneous Services	24						
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Issued: February 18, 2009 Effective: February 18, 2009

Issued By:

Vincent J. Woodbury, President Verizon Enterprise Solutions LLC 1320 N. Courthouse Road, 6th Floor

#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)
```

D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the 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 shall 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.

Issued: February 18, 2009 Effective: February 18, 2009

Issued By:

#### **EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or change.
- (S) To signify a reissued matter.
- (T) To signify a change in text but no change in rate or regulation.
- (Z) To signify a correction.

Issued: February 18, 2009

Effective: February 18, 2009

Issued By:

### APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interLATA and intraLATA intrastate long distance telecommunications services by Verizon Enterprise Solutions LLC for the use of Customers transmitting messages within the State of Ohio, subject to the jurisdiction of the Ohio Public Utilities Commission ("Commission").

This tariff is on file with the Commission, located at 180 East Broad Street, Columbus, Ohio 43215-3793. In addition, this tariff is available for review at the offices of Verizon Enterprise Solutions LLC, located at 1320 N. Courthouse Road, 6th Floor, Arlington, Virginia 22201 and on the Company's website at: www.verizonldregulatory.com.

Issued: February 18, 2009 Effective: February 18, 2009

Issued By:

#### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Coordination - Access Coordination is the functions performed by the Company for the coordination of the maintenance, trouble shooting and repair of the Access Local Loop.

Access Line - A facility arrangement which connects Customer's location to the underlying carrier's network switching center.

Agency Coordination - Agency Coordination are the functions performed by the Company acting as the customer's agent for the design, ordering, installation, pre-service testing and service turn-up of an Access Local Loop. When acting as the Customer's agent, the Company will design the service based on standard engineering considerations. These considerations may not produce a minimum price configuration.

Authorization Code - A numerical code, one or more of which are available to Customer to enable it to access Carrier's Service, and which are used by Carrier both to prevent unauthorized access to its Service and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

Busy Line Verification Call - An operator-assisted call in which Customer requests operator assistance to determine whether or not there is an ongoing conversation at the called number.

Calling Card Call - An operator-assisted or automated call in which Customer places an intrastate call and requests that the charges for the call be billed to an authorization code rather than to the originating or terminating telephone number.

Carrier - Verizon Enterprise Solutions LLC (VES).

Carrier Identification Code (CIC) - A unique three (3) or four (4) digit code assigned to a carrier and used to identify that carrier to the Local Exchange Carrier and for placing calls on a non-presubscribed basis. Carrier's CIC is "6953".

Collect Call - An operator-assisted intrastate call in which all usage sensitive charges and per call charges for the call are assessed against the called party rather than the calling party.

Commission - The Ohio Public Utilities Commission

Conversation Minutes - For billing purposes, calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when the calling party disconnects.

Customer - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff.

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Vincent J. Woodbury, President Verizon Enterprise Solutions LLC 1320 N. Courthouse Road, 6th Floor

#### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)

Emergency Interruption Call - An operator-assisted international call in which Customer requests operator assistance to interrupt an ongoing conversation, regardless of whether or not the interruption is successful.

Holidays - Holidays recognized by Carrier include New Year's Day\*, Martin Luther King Day, President's Day, Memorial Day, Independence Day\*, Labor Day, Columbus Day, Veteran's Day\*, Thanksgiving Day, and Christmas Day\*. When any of the four asterisked (\*) holidays falls on a Saturday or Sunday, the recognized holiday shall be observed on the preceding Friday or the following Monday, respectively.

Off-Peak - All hours other than those included in the Peak period, as indicated below, or as otherwise described in the service offering description in this tariff.

Operator Assisted Call - An operator-assisted intrastate call the nature of which is not otherwise described by the specific definitions of operator-assisted calls provided herein.

Operator Dialed Call - An operator-assisted intrastate call in which Customer has the ability to dial all the digits necessary for call completion but instead accesses an operator and requests that the operator complete the call.

Peak - From 7:00 AM up to but not including 7:00 PM Monday through Friday, excluding recognized holidays as defined above or as otherwise described in the service offering description in this tariff.

Person-To-Person Call - An operator-assisted intrastate call in which the caller specifies the name of a particular person, department, extension, or other recognizable entity and in which the caller is not billed for that call unless the specific person or entity named is reached.

Point-Of-Presence (POP) - The actual (physical) location at which the network of the underlying carrier is accessed within the state or LATA.

Service - Any or all international service(s) provided by Carrier pursuant to this tariff.

Third Number Billed Call - An operator-assisted intrastate call in which Customer requests that the charges for the call be billed to a telephone number other than the originating or terminating telephone number.

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Verizon Enterprise Solutions LLC 1320 N. Courthouse Road, 6th Floor

#### **SECTION 2 - REGULATIONS**

### 2.1 Undertaking of the Carrier

Verizon Enterprise Solutions LLC is subject to the Commission's rules for Minimum Telephone Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS (Ohio Adm. Code 4901:1-5) These safeguards can be found in the Appendix to Ohio Adm. Code 4909:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These right and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

- 2.1.1 Service is furnished for intrastate telecommunications originating at specified points within the State of Ohio under the terms and conditions of this tariff.
- 2.1.2 Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Carrier neither owns nor operates telecommunications facilities within the State of Ohio, but rather resells intrastate telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier.
- 2.1.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6 Service may be terminated to the Customer, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

#### 2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities from the underlying carrier and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.

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

- 2.2.3 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 Service may not be used for any unlawful purpose.
- 2.2.5 Carrier may require Customer to sign an application form furnished by Carrier and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of Service. Carrier's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.9 of this tariff. Carrier may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer. An application for Service canceled by the applicant or by Carrier prior to the establishment of Service is subject to the provisions of this tariff.

#### 2.3 Limitations on Liabilities

- 2.3.1 The liability of Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service, and not caused by the negligence of the Customer commences upon activation of Service and in no event exceeds an amount equivalent to the charges the Carrier would make to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability does not include avoidable damage to Customer's premises.
- 2.3.2 Carrier shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Carrier.

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

- 2.3.3 Except as specified in Section 2.3.1, Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation, or other action of any governing authority or agency thereof. With respect to the Services, Carrier hereby expressly disclaims all warranties, expressed or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.3.4 The Carrier shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by the Carrier's facilities. The Customer shall indemnify and save harmless the Carrier from any third party claims for such damages referred to in Section 2.3.1.
- 2.3.5 The Carrier is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Carrier's network. Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.3.6 Inclusion 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 imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they my have should a dispute arise.

### 2.4 Cancellation or Discontinuance of Service by Carrier

Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement. Carrier may also discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service. All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

2.4.1 For noncompliance with or violation of any applicable municipal, state, or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.

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### 2.4 Cancellation or Discontinuance of Service by Carrier, (Cont'd.)

- 2.4.2 For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- 2.4.3 For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this tariff.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 After applicable notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.

### 2.5 Cancellation or Termination of Service by Customer

- 2.5.1 Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.
- 2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Carrier.
- 2.5.3 Carrier shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is sooner. This 30-day period shall begin on the day of receipt of notice from Customer.

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#### 2.6 Contract Service Arrangements

Customer specific contract service arrangements may be furnished in lieu of existing tariff offerings. Carrier shall file with the Commission the rates related to any such contract service arrangements prior to implementation of service, to be effective upon filing.

- 2.6.1 Rates, charges, term, and additional regulations, if applicable, for the contract service arrangement shall be developed on an individual case basis.
- 2.6.2 Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in this tariff.

#### 2.7 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

#### 2.8 Payment and Billing

- 2.8.1 For billing of fixed charges, Service is considered to be established upon the day which Carrier notifies Customer of installation and testing of Customer's Service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.
- 2.8.2 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25<sup>th</sup> day after the billing date or as allowed by law.
- 2.8.3 The security of Customer's Authorization Codes is the responsibility of Customer. All calls placed using Customer's Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer.

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# 2.8 Payment and Billing, (Cont'd.)

- 2.8.4 Carrier reserves the right to examine the credit record of an applicant or Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored, and a deposit may be required.
- 2.8.5 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.8.6 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

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#### 2.9 Deposits

- 2.9.1 Each applicant for Service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Carrier shall pay interest on deposits pursuant to applicable rules and regulations.
- 2.9.2 A deposit shall not exceed the estimated charges for two (2) month's tariffed service plus thirty (30) percent of the estimated charge for a specified customer, and shall be returned:
  - When an application for Service has been canceled prior to the establishment of Service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
  - At the end of six (6) consecutive months of a satisfactory credit history.
  - Upon the discontinuance of Service. Carrier shall apply the Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to the Customer.

Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. The fact that a deposit has been made in no way relieves Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

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#### 2.10 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.11 Interconnection

Service furnished by Carrier may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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### 2.12 Inspection, Testing and Adjustment

- 2.12.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.12.2 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.
- 2.12.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) consecutive hours.

#### 2.13 Interruption of Service

- 2.13.1 It shall be the obligation of Customer to notify Carrier of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Carrier. Carrier liability for service interruption is limited according to the provisions of Section 2.3 hereof.
- 2.13.2 When Service is interrupted for two (2) hours or more, credit is allowed on demand to Carrier, computed as set forth below, provided such interruption is not shown by Carrier to have been caused by the negligence or willful action of Customer, or any other person at the Customer's terminal location, or is not caused by the failure of Customer's equipment or power supply.
- 2.13.3 Credit is computed by multiplying the monthly rate for Service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have seven hundred twenty (720) hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.

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#### 2.13 Interruption of Service, (Cont'd.)

- 2.13.4 An interruption is measured from the time Carrier detects trouble or the Customer notifies Carrier of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of Service of less than two (2) hours. The credit for a billing period shall not exceed the monthly rate.
- 2.13.5 For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

#### 2.14 Escalation and Problem Resolution

Customers who are not satisfied with Carrier's response to their inquiries or who have unresolved billing or collection problems may escalate those unresolved matters to the Verizon Enterprise Solutions LLC Escalation Office, at the following address:

Verizon Enterprise Solutions LLC Escalation Office 1603 LBJ Freeway, Suite 300 - TXFBRB042A Dallas, Texas 75234

Telephone (800) 785-5624 Facsimile (800) 327-5182

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### 2.15 Toll Blocking Rules

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- 2.15.1 The Customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- 2.15.2 The Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- 2.15.3 The Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

Toll Blocking is provided pursuant to the Minimum Telephone Service Standards as codified in the Ohio Administrative Code.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service require a deposit for toll service.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to the Company, the company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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#### 2.16 Other Rules

- 2.16.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.16.2 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.16.3 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### 3.1 General

Presubscribed service is offered from locations served with equal access end offices.

The Company's service is available twenty-four hours per day, seven (7) days a week.

All usage rates are expressed as rate per minute, unless otherwise clearly indicated.

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia Technologies (formerly known as BellCore) and on file with the FCC in NECA Tariff FCC No. 4, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

$$\sqrt{\frac{\left(v_{1}-v_{1}\right)^{2}+\left(h_{1}-h_{2}\right)^{2}}{10}}$$

Formula:

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

### 3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when either party disconnects from the call, except in cases where the switching facility is unable to detect called party disconnect. In such cases, the calling party controls the termination of the call.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this tariff. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.3.5 No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person to person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.
- 3.3.6 Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny.

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# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

# 3.3 Timing of Calls, (Cont'd.)

#### 3.3.7 Time-Of-Day Rate Periods

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all calls.

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

### A. Optional Calling Plans Time of Day Rate Periods

The following time of day rate periods apply to optional calling plans, unless otherwise specified in this tariff:

Peak:

7:00 AM to 7:00 PM\*, weekdays

Off Peak:

All other days and hours which are not included in

Peak Rate Period above

Flat:

Twenty-four hours per day, seven (7) days a week

#### B. Operator Services Time of Day Rate Periods

Peak:

7:00 AM to 7:00 PM\*, weekdays

Off Peak:

All other days and hours which are not included in

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Peak Rate Period above

\* - to, but not including.

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#### SECTION 4 - MISCELLANEOUS SERVICES

#### 4.1 Operator Services

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a Travel and/or Calling Card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used to bill the Company's services. The Company reserves the right to verify acceptance of charges prior to billing to a third party number.

- 4.1.1 Operator Services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Personto-Person, Collect, Third-Party, Calling Card, and/or Travel Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.7 below.
- 4.1.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.1.6 below.
- The Company reserves the right to validate the billing method of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

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### SECTION 4 -MISCELLANEOUS SERVICES, (Cont'd.)

# 4.1 Operator Services, (Cont'd.)

#### 4.1.6 Per-Call Service Charges

The following Per Call Service Charges apply in addition to the charges specified in Section 4.1 Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

Customer Dialed Calling Card Station	\$0.00
Operator Assisted Calling Card Station	\$2.50
Operator Assisted Station to Station:	\$2.50
Billed Collect:	\$2,50
Billed to Third Party	\$2.50
Operator Assisted Person to Person	\$2.75

### 4.2 Operator Services Usage Charges

#### 4.2.1 General Description

Calls are billed in one minute increments after an initial minimum call duration of one (1) minute. Any partial minute is rounded up to a full minute. There is no minimum monthly billing.

#### **4.2.2** Rates

The Customer is charged for actual usage for each call. Rates are based on the time of day rate period during which the call takes place and the duration.

Usage Rates Per Minute:

Peak Rat	te Period	Off-Peak Rate Period			
Initial Period	Add'l Period	Initial Period	Add'l Period		
\$0.3600	\$0.3600	\$0.3600	\$0.3600		

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#### **SECTION 5-PROMOTIONS**

### 5.1 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

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### EXHIBIT C

# RATIONALE FOR CHANGE

As part of the reorganization notified to the Commission in 08-1255-TP-CIO, NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions is officially changing its name to Verizon Enterprise Solutions LLC.

# Exhibit D

# **Customer Notice**

This change is transparent to customers, so no notice is required.