

**Lance J.M. Steinhart, P.C.**

Attorney At Law  
1720 Windward Concourse  
Suite 115  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
Email: lsteinhart@telecomcounsel.com

June 12, 2009

**VIA OVERNIGHT DELIVERY**

Renee J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793  
(614) 466-3016

Re: Dynalink Communications, Inc.  
CLEC & CTS – ACE Certification  
Case No. 09-498-TP-ACE

Dear Ms. Jenkins:

Enclosed please find for filing an original and seven (7) copies of Dynalink Communications, Inc.'s Telecommunications Application Form for Routine Proceedings, along with the Telecommunications Supplemental Application Form for Carrier Certification and required exhibits.

**A Motion for Protective Order for information contained in Exhibit J to its Application, which is filed herein under seal.**

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

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

Respectfully submitted,

  
Lance J.M. Steinhart  
Attorney for Dynalink Communications, Inc.

Enclosures

cc: Mendel Birnbaum

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

In the Matter of the Application of Dynalink  
Communications, Inc.  
To Provide Competitive  
Resold Local and  
Interexchange Services throughout the State of Ohio

TRF Docket No. 90-

Case No. \_ - \_ - **TP** -

NOTE: Unless you have reserved a Case # or are filing a Contract,  
leave the "Case No" fields BLANK.

Name of Registrant(s) Dynalink Communications, Inc.

DBA(s) of Registrant(s)

Address of Registrant(s) 233 West 17th Street, New York, New York 10011

Company Web Address www.dynalinktel.com

Regulatory Contact Person(s) Mendel Birnbaum, Regulatory Manager

Phone (212) 352-7311 Fax (212) 352-7311

Regulatory Contact Person's Email Address mendel@dynalinktel.com

Contact Person for Annual Report Mendel Birnbaum, Regulatory Manager

Phone (212) 352-7311

Address (if different from above)

Consumer Contact Information Mendel Birnbaum, Regulatory Manager

Phone (877) 396-2546

Address (if different from above)

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input checked="" type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA <u>1-6-09(C)</u> (Auto 30 days)	<input type="checkbox"/> AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Non-Auto)	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 90 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-05</u> (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain)				

\*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.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	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).

### Section III. – Attestation

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

#### AFFIDAVIT

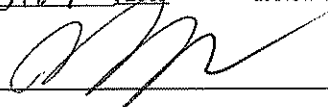
##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, Dynalink Communications, Inc. , and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/27, 2009 at New York, New York

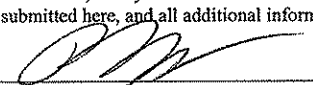
  
Mendel Birnbaum, Assistant Secretary

3/27, 2009

- 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, Mendel Birnbaum, verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

  
\*Mendel Birnbaum, Assistant Secretary

3/27, 2009

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

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

**Or**

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

OH IXC App

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Dynalink Communications, )  
Inc. )  
To Provide Competitive )  
Resold Local and )  
Interexchange Services throughout the State of Ohio )

Case No. \_\_\_\_ - \_\_\_\_ - **TP** -

Name of Registrant(s) Dynalink Communications, Inc.  
DBA(s) of Registrant(s)  
Address of Registrant(s) 233 West 17th Street, New York, New York 10011

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☒ Interexchange Tariff<sup>1</sup>

☒ Local Tariff<sup>1</sup>

☐ Carrier-to-Carrier (Access) Tariff

**Description of Services**

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Resale

☐ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of  
CTS services

☒ Description of the proposed  
market area

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the  
applicant intends to serve

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation

☒ Ohio Secretary of State<sup>2</sup> &  
Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

If this company has been previously certified in the State of Ohio, include that certification number

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

**Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):**

- ☒ Verification of compliance with any affiliate transaction requirements

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☐ retail tariffs ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation

(Name)

Mendel Birnbaum

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on 3/27/, 2009

at New York, New York

Mendel Birnbaum  
Mendel Birnbaum, Assistant Secretary  
(Signature and Title)

3/27/, 2009  
(Date)

## **LIST OF EXHIBITS**

**EXHIBIT A – Copy of applicants proposed tariffs**

**EXHIBIT B - Description of proposed services**

**EXHIBIT C – Statement about the provision of CTS services**

**EXHIBIT D– Description of the proposed Market Area**

**EXHIBIT E – Explanation of how the proposed services in the proposed market area are in the public interest**

**EXHIBIT F – Description of the class of customers (e.g., residence, business) that the applicant intends to serve**

**EXHIBIT G - Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio**

**EXHIBIT H -Certification from Ohio Secretary of State and Certificate of Good Standing**

**EXHIBIT I– Summary describing Dynalink Communications, Inc.'s current financial condition, liquidity and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application**

**EXHIBIT J - Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions**

**EXHIBIT K – Documentation to support the applicant's cash and funding sources**

**EXHIBIT L – Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering (s) and proposed service area**

**EXHIBIT M -List of names, addresses, and phone numbers of officers and directors, or partners**

**EXHIBIT N – Documentation indicating the Applicant's corporate structure and ownership**

**EXHIBIT O - Information regarding any similar operations in other states**

**EXHIBIT P – Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP**

**EXHIBIT Q – Verification of compliance with any affiliate transaction requirements**

**EXHIBIT R – Explanation as to which service areas company currently has an approved interconnection or resale agreement**

**EXHIBIT S – A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection and offering of services to end users**

**EXHIBIT T – Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone**

**EXHIBIT U – Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)**

**EXHIBIT V– A sample copy of the customer bill and disconnection notice the applicant plans to utilize**

**EXHIBIT W– Provide a copy of any customer application form required in order to establish residential service, if applicable**

**EXHIBIT X– For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from:  
[http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))**

**EXHIBIT Y– If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.**



**EXHIBIT A – Copy of applicants proposed tariffs**

**Detariffed services are regulated but not required to be filed in a tariff. All detariffed services offered are provided as an exhibit attached hereto.**

RATES, TERMS AND CONDITIONS  
RELATING TO THE PROVISION OF  
COMPETITIVE LOCAL EXCHANGE SERVICES  
IN THE STATE OF OHIO

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As Approved in Case No. 09- -TP-ACE

Effective Date:

Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

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Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

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As Approved in Case No. 09- -TP-ACE

Effective Date:

Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

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As Approved in Case No. 09- -TP-ACE

Effective Date:

Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

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As Approved in Case No. 09- -TP-ACE

Effective Date:

Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011



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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange service by Dynalink Communications, Inc. ("the Company") in the calling areas defined herein.

The provision of services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

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

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As Approved in Case No. 09- -TP-ACE

Effective Date:

Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- |   |   |
|---|---|
| C | To indicate changed regulation.                                   |
| D | To indicate discontinued rate or regulation.                      |
| I | To indicate increased rate.                                       |
| M | To indicate a move in the location of text.                       |
| N | To indicate new rate or regulation.                               |
| R | To indicate reduced rate.   |
| S | To indicate reissued matter.                                      |
| T | To indicate a change in text but no change in rate or regulation. |

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EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

AGENCY

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

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the call so it may rate and bill the call.

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

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

CALL TERMINATION

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

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EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent competitive local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

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

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EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

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

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

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

EXCHANGE ACCESS LINE

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

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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EXPLANATION OF TERMS (cont'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LOCAL CALL

Any call for which an additional charge, *i.e.*, toll charge, is not made to the calling or called party.

LONG DISTANCE CALL

Any telephone call to a destination outside the local calling area, whether inter-LATA or intra-LATA, and for which there is a charge beyond that for basic service.

LOCAL CALLING AREA

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

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

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

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EXPLANATION OF TERMS (cont'd)

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

RATE CENTER

Company-designated service locations from which service is rendered or rated.

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EXPLANATION OF TERMS (cont'd)

RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SERVICE COMMENCEMENT DATE

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

SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

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EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

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EXPLANATION OF TERMS (cont'd)

TOLL CALL

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

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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1. Competitive Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Verizon is the underlying incumbent local exchange carriers.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Verizon on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

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

1. Competitive Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B Business Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

1. Competitive Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

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

1. Competitive Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5-16 for delayed install, missed install or repair appointments and commitments.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Competitive Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

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

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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

1. Competitive Local Exchange Service Regulations (cont'd)

1.5 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is in accordance with OAC 4901:1-5-16. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.



1. Competitive Local Exchange Service Regulations (cont'd)

1.6 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.6.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable, at times that will cause the Customer the least inconvenience.

When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.6.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more, which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer, are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

1. Competitive Local Exchange Service Regulations (cont'd)

1.6 Interruptions in Service (cont'd)

1.6.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.1 Claims

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

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

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing competitive local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.



1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.1 Deposits

A Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04.

B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated competitive local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

C Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

D Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.2 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply the deposit as a credit to the customer's account.

B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply the deposit as a credit to the Customer's account.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.3 Interest to Be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for establishment of credit will be consistent with Rules 4901:1-17 and 4901:1-5-13 & 14 of the Commission's Minimum Telephone Service Standards.

1.8.4 Bills and Collection of Charges

A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.4 Bills and Collection of Charges (cont'd)

D For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

E A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

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

G If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Dynalink Communications, Inc. affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

H The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5-15.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.5 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

Dynalink Communications, Inc.  
233 West 17th Street  
New York, New York 10011  
(877) 396-2546

Ohio Public Utilities Commission  
180 E. Broad Street  
Columbus, OH 43215  
Toll Free: (800) 686-7826

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

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service

1.9.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service (cont'd)

1.9.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service (cont'd)

1.9.1 Discontinuance of Service by the Company (cont'd)

- D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
  - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5-17, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.



1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service (cont'd)

1.9.2 Discontinuance of Service by Customer

Cancellation by the customer will be in accordance with the Company's Service Requirements Form, Page 2 and in compliance with O.A.C. 4901:1-5.

1. Competitive Local Exchange Service Regulations (cont'd)

1.10 Restoral of Service

- A When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:
- (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
  - (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

1. Competitive Local Exchange Service Regulations (cont'd)

1.11 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.12 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

1. Competitive Local Exchange Service Regulations (cont'd)

- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

1.13 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.14 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2     Service Descriptions and Rates

General

- A     Dynalink Communications, Inc.'s local service enables the business Customer to:
- (i)     receive calls from other stations on the public switched telephone network;
  - (ii)    place calls to other stations on the public switched telephone network;
  - (iii)   access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv)    access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B     Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

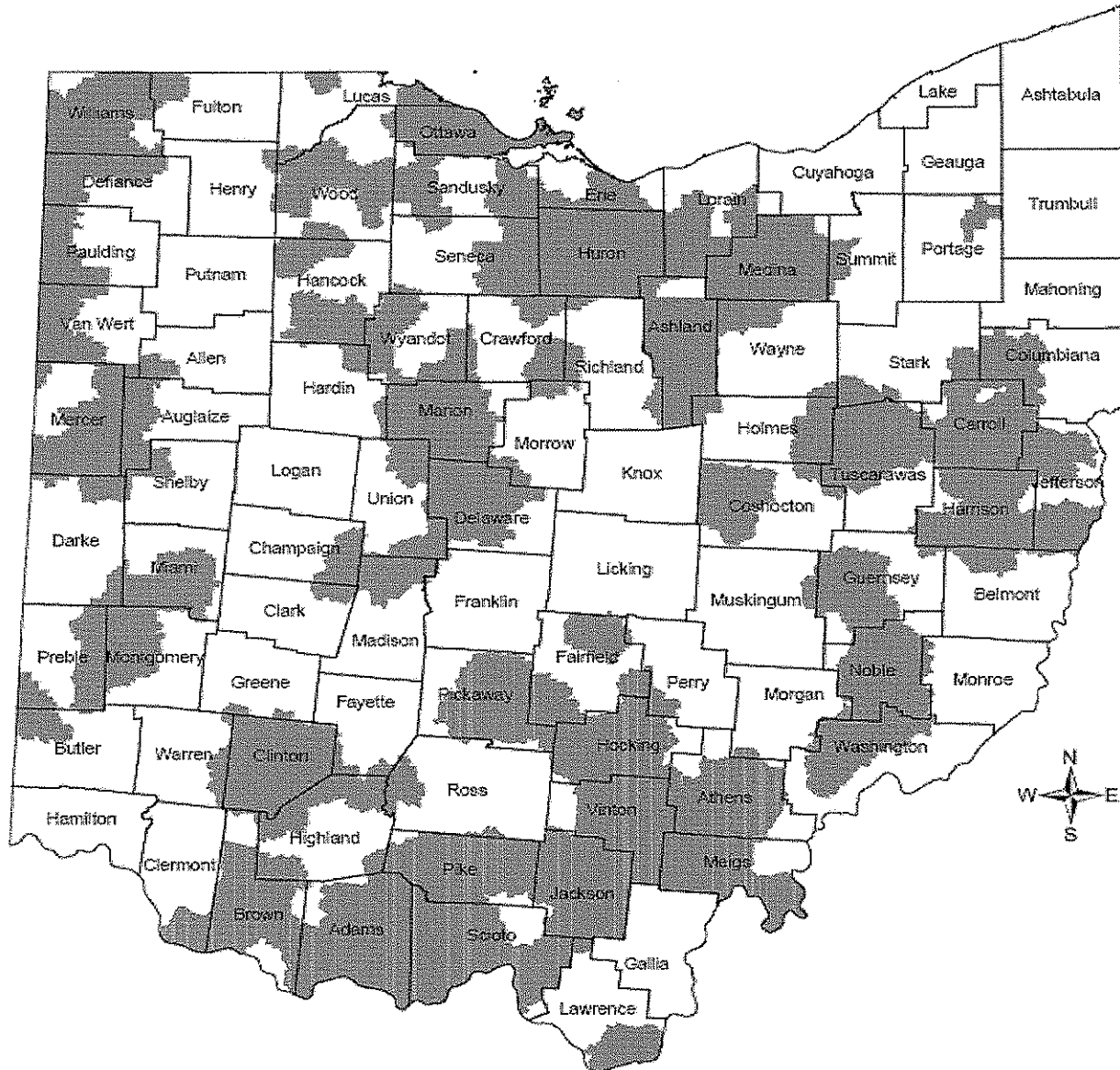
The Company will mirror the entire ILEC exchanges for both serving areas and local calling areas as stated in the tariffs of Verizon.

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2      Service Descriptions and Rates (cont'd)

2.2      Feature Descriptions

- A      The Company's competitive local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

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2      Service Descriptions and Rates (cont'd)

2.2      Feature Descriptions (cont'd)

Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

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2      Service Descriptions and Rates (cont'd)

2.2      Feature Descriptions (cont'd)

Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

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2. Service Description and Rates (cont'd)

2.3 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up	Call Forward - Variable
Call Transfer	Three Way Conference Calling
Call Hold	Call Waiting
Speed Dial	

2.3.1 Rate

	Maximum Charge
Call Waiting	
Non Recurring Charge	\$20.00
Monthly Recurring Charge	\$11.00

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2     Service Description and Rates (cont'd)

2.4     Resold Business Line Service

- A     Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

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2 Service Description and Rates (cont'd)2.4 Resold Business Line Service (cont'd)2.4.1 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recurring Charge	Per Call Charge
<b>Term Plan</b>	Max.	Max.
Month to Month	\$75.00	\$.24
One Year	\$63.00	\$.24
Two Year	\$54.00	\$.24
Three Year	\$48.00	\$.24

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

	Monthly Recurring Charge	Incremental Charge*
<b>Term Plan</b>	Max.	Max.
Month to Month	\$75.00	\$.036
One Year	\$75.00	\$.034
Two Year	\$75.00	\$.032
Three Year	\$75.00	\$.029

\* Billing is in six second increments with an 18 second minimum.

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2      Service Description and Rates

2.5      Features

For feature descriptions, see Section 2.2 and feature rates, see Section 3.2

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2      Service Description and Rates (cont'd)

2.6      Installation Fees

- A      A non-recurring installation fee will be assessed when a new line is added to a new or existing account. Customers will have the option to spread the installation fee over a three month period in accordance with O.A.C. 4901:1-5-7 (D).

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2      Service Description and Rates (cont'd)

2.7      Directory Listings

2.7.1      Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

(i)      Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;

(ii)      Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;

(iii)      Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;

(iv)      Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;

(v)      Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;

(vi)      Extra Line Listings. Provides additional information after a main or additional listings.

(vii)      Cross Reference Listing. This provides a reference to another listing in the same directory.

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2     Service Description and Rates (cont'd)

2     Service Description and Rates (cont'd)

2.8   Directory Assistance

A     The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.

B     The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.8.1   Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$.40

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2     Service Description and Rates (cont'd)

2.8     Directory Assistance

2.8.2   Directory Assistance Credits

A     Credit will be given for calls to Directory Assistance as follows:

- (i)     The Customer experiences poor transmission or is cut-off during the call; or
- (ii)    The Customer is given the incorrect telephone number.

B     To obtain credit, the Customer must contact its Customer Service representative.

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2      Service Description and Rates (cont'd)

2.9      Traditional Operator Services

2.9.1      General

A      The Customer has the option of contacting the incumbent competitive local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent competitive local exchange operator to complete competitive local exchange telephone calls in the following manner:

(i)      Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;

(ii)      Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;

(iii)      Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;

(iv)      Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;

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

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2      Service Description and Rates (cont'd)

2.10    Toll Disconnection

Please see section 1.10 for regulations pertaining to disconnection.

2.12.1      DePICing

Max.

\$5.00

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3 Competitive Local Exchange Service Price List3.1 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

## 3.1.2 Verizon Calling Areas

## Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

## A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) will be billed separately per minute.

	<u>Monthly Rate</u>	<u>Max Rate</u>
Individual Line	35.95	71.90

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

A. Flat Rate Calling Service (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	39.09	78.18
Rate Class 2	40.41	80.82
Rate Class 3	41.79	83.58
Rate Class 4	43.74	87.48
Rate Class 5	45.68	91.36
Rate Class 6	47.19	94.38

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3 Competitive Local Exchange Service Price List (cont'd)

## 3.1 Standard Business Local Exchange (cont'd)

## 3.1.2 Verizon Calling Areas (cont'd)

## B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages<sup>1</sup>. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

## Monthly Charges

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	15.64	31.28
Rate Class 2	16.16	32.32
Rate Class 3	16.74	33.48
Rate Class 4	17.64	35.28
Rate Class 5	18.65	37.30
Rate Class 6	24.09	48.18

<sup>1</sup> Operator Assistance for Local Messages: A special service charge applies for operator assistance on local calls. This service charge is in addition to the other usage rates for Usage Sensitive Service. Charge per call is \$.50.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	23.45	46.90
Rate Class 2	24.25	48.50
Rate Class 3	25.07	50.14
Rate Class 4	26.24	52.48
Rate Class 5	27.41	54.82
Rate Class 6	30.16	60.32

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

Usage Charges

	PEAK		OFF-PEAK <sup>2</sup>	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

<sup>2</sup> 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features

Feature	Business	Max Rate
Call Waiting	2.50	5.00
Cancel Call Waiting	0.50	1.00
Call Forwarding (Variable)		
Standard	2.40	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	2.00	
30-Number	3.30	
Three-Way Calling	3.40	
Caller ID Number	7.00	14.00
Caller ID Name <sup>3</sup>		
Distinctive Ring, each line	6.00	
Do Not Disturb	5.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	

<sup>3</sup> Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)

## 3.1 Standard Business Local Exchange (cont'd)

## 3.1.2 Verizon Calling Areas (cont'd)

## C. Verizon Local Features (cont'd)

Feature	Business	Max Rate
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block <sup>4</sup>	n/a	
Priority Call	5.00	
*69	5.00	10.00
Non-Published Service	3.50	7.00
Additional Listings, each	3.00	
<u>Per Use Local Features<sup>5</sup></u>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

<sup>4</sup> Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

<sup>5</sup> The maximum monthly charge is \$7.50 per line per local feature type.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features (cont'd)

Verizon Local Feature Packages - Business

1. Choice PAC

a. Choice PAC service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.

.b The following services are available for the Choice PAC offering:

Busy Redial	Do Not Disturb
*69	Select Call Forwarding
Call Block	Speed Dialing 8
Call Forwarding	Speed Dialing 30
Call Waiting/Cancel Call Waiting	Three-Way Calling
Caller ID	Priority Call
Caller ID – Number Only	Distinctive Ring

.c The following discount applies when a customer subscribes to three or more qualifying company calling services:

Business Service 30 % Discount

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Advanced Features

G. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Advanced Features (cont'd)

G. Direct Inward Dial (DID) Service (cont'd)

Verizon Service Areas

<u>Monthly</u>	<u>Non-Recurring</u>
DID Numbers	
Block of 10 Numbers	\$2.05
Block of 100 Numbers	\$20.50
DID Trunk Termination	\$15.00

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Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

4 Intrastate Interexchange Telecommunications Services

4.1 Undertaking of the Company

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

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

4.2 Service Offerings

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

As Approved in Case No. 09-TP-ACE  
Issue Date: June 15, 2009

Sol Birnbaum, President  
233 West 17th Street  
New York, New York 10011

Effective Date:



## **EXHIBIT B - Description of Proposed Services**

Dynalink by this Application seeks authority to provide resold local exchange and interexchange telecommunications services to the public obtained from and utilizing facilities provided by facilities-based carriers. At this time the company has no plans to install facilities in the State of Ohio. For local exchange service, Dynalink will initially mirror the existing local calling areas of incumbent local exchange telephone companies. Dynalink intends to provide intrastate exchange telecommunications services including:

1. Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data services.

2. Local Exchange:

- A. Local Exchange Services that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.
- B. Switched local exchange services such as flat-rated and measure-rated local services; vertical services, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity line services.

Dynalink seeks authority to provide local exchange services initially throughout the State in the areas served by Verizon and interexchange service throughout the State.

## **EXHIBIT C – Statement about the provision of CTS services**

· The company will be including CTS services within its CLEC filing herein.

## **EXHIBIT D– Description of the proposed Market Area**

The applicant proposes to provide local service in all areas in the State of Ohio serviced by Verizon, and interexchange service statewide.

**EXHIBIT E- Explanation of how the proposed services in the proposed  
market area are in the public interest**

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio.

Dynalink Communications, Inc. will provide customers high quality, cost effective telecommunications service, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These very real benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs, while simultaneously promoting the availability of potentially desirable services.

**EXHIBIT F– Description of the class of customers (e.g., residence, business)  
that the applicant intends to serve**

The applicant intends to serve business customers. Applicant does not intend to market residential customers but is aware of Commission Rules in that they will not refuse a residential customer that wishes to purchase their service.

**EXHIBIT G - Statement affirming that the registrant has notified the Ohio Department of  
Taxation of its intent to conduct operations as a telephone utility in the State of Ohio**

**See Attached**

**Dynalink Communications, Inc.**  
**233 West 17th Street**  
**New York, New York 10011**  
**(212) 620-8700 (Phone)**

March 23, 2009

Ohio Department of Taxation  
c/o Public Utility Section  
21<sup>st</sup> Floor  
30 East Broad Street  
Columbus, OH 43215-3793  
(800) 282-1780

RE: Dynalink Communications, Inc.

Dear Sir/Madam:

Please be advised that the above referenced corporation intends to provide telecommunications service in the State of Ohio after receiving approval of its application filed with the Public Utilities Commission of Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mendel Birnbaum', written over the word 'Sincerely,'.

Mendel Birnbaum, Assistant Secretary  
Dynalink Communications, Inc.

**EXHIBIT H - Certification from Ohio Secretary of State and Certificate of Good Standing**

**See Attached**





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/24/2009	200911301106	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

**Receipt**

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

LANCE J.M. STEINHART  
1720 WINDWARD CONCOURSE - #115  
ALPHARETTA, GA 30005

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

**1852632**

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

**DYNALINK COMMUNICATIONS, INC.**

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

Document(s)

Document No(s):

**FOREIGN LICENSE/FOR-PROFIT**

**200911301106**

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



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 23rd day of April, A.D.  
2009.

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

[www.state.oh.us/sos](http://www.state.oh.us/sos)

e-mail: [busserv@sos.state.oh.us](mailto:busserv@sos.state.oh.us)

Expedite this Form? (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 670 Columbus, OH 43216

**FOREIGN CORPORATION APPLICATION FOR LICENSE  
OR REGISTRATION OF CORPORATION NAME**  
(For Foreign Profit or Non-Profit)

RECEIVED

APR 23 2009

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<b>(1) Foreign Corporation</b> <input checked="" type="checkbox"/> For Profit (151-FLF) <input type="checkbox"/> Non-Profit (152-FLN) Filing Fee \$125.00	<b>(2) Registration of Corporate Name by Unlicensed Foreign Corporation</b> <input checked="" type="checkbox"/> Original (158-RCO) <input type="checkbox"/> Renewal (172-RNR (RCR)) Filing Fee \$50.00
--	---

SECRETARY OF STATE

Complete the general information in this section for the box checked above.

Corporate Name	Dynalink Communications, Inc.		
Under the Laws of the State of	New York (Home State)		
Date of Incorporation in Home State	August 2, 2005 (Date)		
The corporation's principal office is located at	233 West 17th Street (Street) NOTE: P.O. Box Addresses are NOT acceptable.		
	New York (City)	NY (State)	10011 (Zip Code)
The corporate purpose it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient)			
Provide Telecommunication Services			
The corporation is carrying on or doing business.			
<input type="checkbox"/> Check here if additional provisions are attached			

**Complete the information in this section if box (1) is checked.**

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio

Incorp Services, Inc.

(Name)  
9435 Waterstone Blvd. Ste. 140

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

Cincinnati Ohio 45249  
(City) (State) (Zip Code)

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or
- B. the above listed fails to designate another agent when required to do so, or
- C. the above stated registration to do business in Ohio expires or is cancelled

**Complete the information in this section if profit is checked in box (1).**

The application is made to secure a ☒ permanent ☐ temporary license

The corporation's principal office within Ohio is to be located in ☒ Corporation will not have an office in Ohio

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**  
(City) (County) Ohio (Zip Code)  
(State)

Has the corporation obtained a license to transact business in Ohio at any time in the past? ☐ Yes ☒ No  
If yes, prior License No. \_\_\_\_\_ issued \_\_\_\_\_ (Date)

The date on which the corporation began transacting business in Ohio

☐ Date \_\_\_\_\_

OR

☒ Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action? ☐ Yes ☒ No

**Complete the information in this section if non-profit is checked in box (1).**

The location of its principal office in the state of Ohio is

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**  
(City) (County) Ohio (Zip Code)  
(State)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS.

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized

officer on

STATE OF NEW York  
COUNTY OF Kings

Mendel Birnbaum, being first duly sworn, deposes and says that he/she is the  
(Name of Officer)

Assistant Secretary of Dynalink Communications, Inc.  
(title)

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to the best of my knowledge and belief.

Signature: [Signature]

Name: Mendel Birnbaum Assistant Secretary

Sworn to before me and subscribed in my presence,

March 27, 2009  
(date)

[Signature]  
(Notary Public)

NOTARY SEAL

Expiration date of Notary's Commission: \_\_\_\_\_  
(date)

MELISSA IRIZARRY  
Notary Public, State of New York  
No. 011R6066298  
Certified in Kings County  
Commission Expires Nov. 13, 2009

**State of New York**  
**Department of State** } ss:

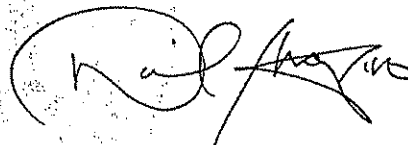
I hereby certify, that the Certificate of Incorporation of DYNALINK COMMUNICATIONS, INC. was filed on 08/02/2005, under the name of VOICE DATA TECHNOLOGIES OF USA, INC., with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment VOICE DATA TECHNOLOGIES OF USA, INC., changing its name to DYNALINK COMMUNICATIONS, INC., was filed 10/27/2005.

The Biennial Statement is past due.

\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 02nd day of April two  
thousand and nine.*



*Special Deputy Secretary of State*

200904030103 100

**EXHIBIT I – Summary describing Dynalink Communications, Inc.’s current financial condition, liquidity and capital resources. Describe internally generated sources of cash and external funds available to support the applicant’s operations that are the subject of this certification application**

**See Exhibit J**

**EXHIBIT J - Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions**

Filed Separately Under Seal with Motion for Protective Order

**EXHIBIT K – Documentation to support the applicant’s cash and funding sources**

**See Exhibit J**



**EXHIBIT L- Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering (s) and proposed service area**

See attached biographical information, and

Applicant is currently authorized to, and is providing local exchange and interexchange service in California, District of Columbia, Georgia, Maryland, Massachusetts, Michigan, New Jersey, New York, and Pennsylvania. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

# Mendel Birnbaum

Phone: 212.352.7311

Email: Mendel@dynalinktel.com

Address: 221 West 17<sup>th</sup> St Sixth Floor

New York, NY, 10011

## PROFESSIONAL SUMMARY

Over ten years of experience as a skilled professional in the areas of Sales, provisioning and designing applications of High end Voice and Data Circuits including PRI's, T-1's and T-3's. Utilizing strengths in competitive research, due diligence and the ability to identify strategic investment opportunities to launch successful corporations both domestically and internationally.

## EXPERIENCE

### Corporate Development Sales and Implementation Manager

*F&F Communications  
New York, NY*

*January 2000 to Present*

- Managed a team of 100 sales people
- Assisted them in deciding what technology will suit best for their customers
- Ensured that their orders get processed and commission paid on a timely basis
- Managed a team of provisioners and customer service reps
- Ensured that orders get entered properly, reps are on top of the carriers and the services get installed as quick and accurate as possible
- Conducted market research and business analysis to differentiate firms to be invested in from their competitors, and to identify potential business opportunities that would generate a high rate of return.
- Drew upon financial, business and analytical skills to drive the successful launch of numerous domestic and international corporations.

### Account Executive Consultive Approach

*Birns Telecommunications.  
New York, NY*

*September 95 to January 2000*

- Identified companies that would have the need to upgrade the technology at their company
- Diligently analyzed their current situation and advised on where improvement is needed
- Suggested which service would best suit their needs
- Submitted the order to our provisioning department and followed closely each step until the order was completed and the customer was satisfied

**EXHIBIT M - List of names, addresses, and phone  
numbers of officers and directors, or partners**

**OFFICERS:**

<b>Sol Birnbaum</b>	<b>President</b>
<b>Gity Birnbaum</b>	<b>Secretary and Treasurer</b>
<b>Mendel Birnbaum</b>	<b>Regulatory Manager and Vice President</b>

**DIRECTORS:**

**Sol Birnbaum**

**233 West 17th Street  
New York, New York 10011  
(212) 352-7311 (Phone)**

**EXHIBIT N – Documentation indicating the Applicant’s corporate structure and ownership**

**Applicant is a New York Corporation**

**Applicant’s ownership is as follows:**

**Name and percentage owned**

Sol Birnbaum	100	50%
Gity Birnbaum	100	50%

## **EXHIBIT O - Information regarding any similar operations in other states**

This company has not been previously certified in the State of Ohio. Dynalink is currently authorized in California, District of Columbia, Georgia, Maryland, Michigan, Massachusetts, New Jersey, New York and Pennsylvania to provide interexchange and/or local exchange service. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

**EXHIBIT P – Verification that the applicant will maintain local  
telephony records separate and apart from any other accounting records in accordance  
with the GAAP**

The company may use the its own numbering scheme for its books, provided that a translation matrix is maintained that maps the local exchange operations only between this numbering system and the USOA accounts. The purpose of the matrix is to allow a conversion from the company's chosen account numbering scheme and descriptions for the local exchange operations into USOA account numbers; and

The translation matrix shall be made available for the Commission staff's review upon request; and

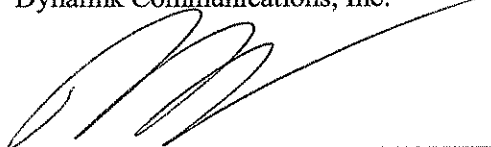
All filings with the Commission that require submission of financial information specific to local exchange operations, such as the Commission's Annual Report, shall utilize the translation matrix and be provided in the USOA format. To the extent the treatment under the USOA of a particular transaction or event differs from the treatment the company would otherwise apply under generally accepted accounting principles, the financial information filed with the Commission shall reflect the USOA prescribed treatment of this item. The company shall use subsidiary records, if needed, to substantiate differences between USOA-prescribed accounting and generally accepted accounting principles.

Dynalink Communications, Inc.

Verification of Maintaining Local Telephony Records

I, Mendel Birnbaum, Assistant Sec., of Dynalink Communications, Inc., a New York Corporation, verify that Dynalink Communications, Inc. will comply with maintaining local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Dynalink Communications, Inc.



---

Mendel Birnbaum, Assistant Secretary  
233 West 17th Street  
New York, New York 10011  
Telephone: (212) 620-8700  
Facsimile: (212) 352-7311

Dated: 3/27/09

**EXHIBIT Q – Verification of compliance with any affiliate transaction requirements**



Dynalink Communications, Inc.

Verification of Affiliate Transaction Requirements

I, Mendel Birnbaum, Assistant Sec., of Dynalink Communications, Inc., a New York Corporation, verify that Dynalink Communications, Inc. will comply with all Affiliate Transaction Requirements set forth in O.A.C. 1901:1-6-10(D)(3), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.

Dynalink Communications, Inc.



---

Mendel Birnbaum,                      Assistant                      Secretary  
233 West 17th Street  
New York, New York 10011  
Telephone: (212) 620-8700  
Facsimile: (212) 352-7311

Dated: 3/27/09

**EXHIBIT R – Explanation as to which service areas company currently has an approved  
interconnection or resale agreement**

The company has begun negotiations for an interconnection agreement with Verizon.

**EXHIBIT S – A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection and offering of services to end users**

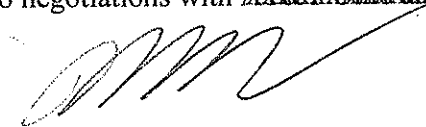
AFFIDAVIT OF APPLICANT

State of New York )  
County of New York )

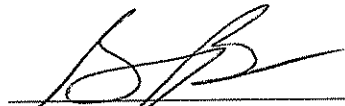
ss:

Mendel

I, ~~Sak~~ Birnbaum, being duly sworn, do hereby affirm that Dynalink Communications, Inc. has entered into negotiations with ~~AT&T~~ ~~Ohxx~~ and Verizon.

  
Mendel Birnbaum, Assistant Secretary  
Dynalink Communications, Inc.

Subscribed and sworn to before me this 27th day of March, 2009.

  
Notary Public

My commission expires:

12/31/2010

OH IXC&CLEC Letter

GITY BIRNBAUM  
Notary Public, State of New York  
No. 24-4771450  
Qualified in Kings County  
Commission Expires Dec. 31, 192010



## PROVIDER OF LOCAL EXCHANGE SERVICE STATE CERTIFICATION

Verizon requires evidence of your state certification as a provider of local exchange service. Please provide your certificate/order/case number of authorization and the State Commission approval date granting the authorization on this form and return it with the document signature page(s). Make a separate copy of the form for each state. If your certification is not complete, please be advised that the document(s) will not be executed or filed by Verizon until you provide proof of certification.

**State:** \_\_\_\_\_

**Certificate/Order/Case Number:** \_\_\_\_\_

**Commission Approval Date:** \_\_\_\_\_

Please return the completed form(s), along with signature pages, to:

**Ann E. Lassen  
Verizon Communications  
600 Hidden Ridge, HQE03D42  
Irving, TX 75038**

**AGREEMENT**

**by and between**

**DYNALINK COMMUNICATIONS, INC.**

**and**

**VERIZON NORTH INC.**

**FOR THE STATE OF**

**OHIO**

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective as of June 19, 2009 (the "Effective Date"), between Dynalink Communications, Inc. ("Dynalink"), a corporation organized under the laws of the State of New York, with offices at 221 West 17th Street, New York, NY 10011 and Verizon North Inc. ("Verizon"), a corporation organized under the laws of the State of Wisconsin with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804 (Verizon and Dynalink may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### **GENERAL TERMS AND CONDITIONS**

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Dynalink hereby agree as follows:

#### **1. The Agreement**

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Dynalink.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**DYNALINK COMMUNICATIONS, INC.**

**VERIZON NORTH INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: Mendel Birnbaum

Printed: Jeffrey A. Masoner

Title: Vice President

Title: Vice President - Interconnection Services



**EXHIBIT T – Explanation of whether applicant intends to provide Local Services which  
require payment in advance of Customer receiving dial tone**

Applicant does not intend to provide Local Services which require payment in advance of  
Customer receiving dial tone.

**EXHIBIT U – Tariff sheet(s) listing the services and associated charges that must be paid  
prior to customer receiving dial tone (if applicable)**

Not Applicable

**EXHIBIT V – A sample copy of the customer bill and  
Disconnection notice the applicant plans to utilize**

See Attached

## Sample Bill

**Customer:** [Insert Customer's Name]

**Address:** [Insert Address]

**Account No.:** [Insert account number or phone number]

Billing Date	Billing Period	Date Due

### DYNALINK COMMUNICATIONS, INC.

233 West 17th Street

New York, New York 10011

FOR BILLING INQUIRIES: 1-XXX-XXX-XXXX

FOR SERVICE INQUIRIES: 1-XXX-XXX-XXXX

[www.dynalinktel.com](http://www.dynalinktel.com)

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Non-Recurring, fractional or nonbasic service charges:			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local and/or toll charges is attached.			
Total Due	\$		

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your complaint is not resolved after you have called Dynalink Communications, Inc., or for general utility information, business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

## ITEMIZATION OF CHARGES

Itemization of local service charges:

- Toll charge per call –

Itemization of toll service charges:

Date and time of placement	Destination (City, State)	Telephone Number Called	Total Charge per call (e.g., day, night / weekend, calling card)	Duration of Call	Total Toll Charges

Please note: Nonpayment of toll charges may result in the disconnection of toll service and may be subject to collection actions but will not result in the disconnection of local service.

## NON-RESIDENTIAL DISCONNECTION NOTICE

Dynalink Communications, Inc.

June 12, 2009

Customer Name

Account Number: xxxxxxxxx

Address 1

**Amount Past Due: \$xxxx.xx**

Address 2

City, State, Zip

This will serve as notice that Dynalink Communications, Inc. intends to disconnect your long distance telephone service. Dynalink Communications, Inc. has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of toll services. Payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due for toll charges is [insert figure]. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Dynalink Communications, Inc. to discuss your account, please call or send all correspondence to:

Mendel Birnbaum, Regulatory Manager

Dynalink Communications, Inc.

233 West 17th Street

New York, New York 10011

Phone: (877) 396-2546

Hours: 8:00 a.m. to 5:00 p.m. EST

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Dynalink Communications, Inc., or for general utility information customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

**EXHIBIT W— Provide a copy of any customer application form  
required in order to establish residential service, if applicable**

**Dynalink Communications, Inc.**  
*233 West 17th Street*  
**New York, New York 10011**  
**Letter of Agency & Service Agreement**

For each of the telephone numbers listed herein, I appoint **Dynalink Communications, Inc.**, to act as my agent in order to effectuate the collection of account information and/or carry out the changes authorized herein on my behalf. I understand that I may select a separate IntraLATA toll carrier and InterLATA carrier for any one telephone number.

I hereby authorize the change of my communications company(s) from that/those, which I am currently using, to **Dynalink Communications, Inc.** for each of the service types I have designated below.

I understand that by signing this letter of agency my signature shall unblock my carrier of choice service protection to make the change in long distance service possible. I also understand that I may incur a fee to switch my telephone service to **Dynalink Communications, Inc.** I further understand that I may designate only one carrier per service for any one telephone number, and therefore revoke any previous appointments or selections concerning that telephone numbers listed below.

Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

INTERLATA / INTERSTATE / INTERNATIONAL

☐

INTRALATA

☐

**Local Exchange Services Only**

I authorize disclosure to **Dynalink Communications, Inc.** of my account information, including my account billing name, billing address, directory listing, service address, and my customer proprietary network information, including service and feature subscription, long distance carrier identity, and pending service order activity. Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

LOCAL EXCHANGE SERVICES

☐

<b>This agreement will remain in effect until revoked in writing by the customer or Dynalink Communications, Inc.</b>
---

I select **Dynalink Communications, Inc.** to provide the communications service types indicated for each of the telephone numbers listed herein. (List all telephone numbers, including any toll-free numbers)


Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Your signature acknowledges that you understand and accept the terms and conditions of this L.O.A. and that YOU ARE DULY AUTHORIZED TO MAKE THE CHANGES(S) INDICATED BY EXECUTING THIS L.O.A

	Customer Acceptance	Dynalink Communications, Inc.
Signature		
Printed Name		
Title		
Date		



**EXHIBIT X– For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))**

Registrant intends to provide interexchange service on a statewide basis and local service in the attached list of Local Ohio exchanges:

Company Name: Dynalink Communications, Inc.  
 dba:  
 Certificate Number:

Select Only Verizon North

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	X
Verizon North	ADAMS	Seaman	X
Verizon North	ADAMS	West Union	X
Verizon North	ALLEN	Spencerville	X
Verizon North	ASHLAND	Ashland	X
Verizon North	ASHLAND	Hayesville	X
Verizon North	ASHLAND	Loudonville	X
Verizon North	ASHLAND	Perrysville	X
Verizon North	ASHLAND	Polk	X
Verizon North	ASHLAND	Redhaw	X
Verizon North	ASHLAND	Savannah	X
Verizon North	ATHENS	Albany	X
Verizon North	ATHENS	Amesville	X
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	X
Verizon North	ATHENS	New Marshfield	X
Verizon North	ATHENS	Shade	X
Verizon North	ATHENS	The Plains	X
Verizon North	AUGLAIZE	Minster	X
Verizon North	AUGLAIZE	New Bremen	X
Verizon North	AUGLAIZE	St. Marys	X
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	X
Verizon North	BROWN	Hamersville	X
Verizon North	BROWN	Higginsport	X
Verizon North	BROWN	Mount Orab	X
Verizon North	BROWN	Russellville	X
Verizon North	BROWN	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	BUTLER	Oxford	X
Verizon North	CARROLL	Carrollton	X
Verizon North	CARROLL	Dellroy	X
Verizon North	CARROLL	Harlem Springs	X
Verizon North	CARROLL	Malvern	X
Verizon North	CARROLL	Mechanicstown	X
Verizon North	CHAMPAIGN	Mechanicsburg	X
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	X
Verizon North	CLINTON	Blanchester	X
Verizon North	CLINTON	Clarksville	X
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X

Verizon North	CLINTON	New Vienna	X
Verizon North	CLINTON	Port William	X
Verizon North	CLINTON	Sabina	X
Verizon North	CLINTON	Wilmington	X
Verizon North	COLUMBIANA	East Rochester	X
Verizon North	COLUMBIANA	Hanoverton	X
Verizon North	COLUMBIANA	North Georgetown	X
Verizon North	COLUMBIANA	Winona	X
Verizon North	COSHOCTON	Cooperdale	X
Verizon North	COSHOCTON	Warsaw	X
Verizon North	CRAWFORD	Crestline	X
Verizon North	CRAWFORD	Galion	X
Verizon North	CRAWFORD	New Washington	X
Verizon North	DARKE	North Star	X
Verizon North	DARKE	Yorkshire	X
Verizon North	DEFIANCE	Hicksville	X
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	X
Verizon North	DELAWARE	Cheshire Center	X
Verizon North	DELAWARE	Delaware	X
Verizon North	DELAWARE	Kilbourne	X
Verizon North	DELAWARE	Ostrander	X
Verizon North	DELAWARE	Radnor	X
Verizon North	DELAWARE	Rathbone	X
Verizon North	ERIE	Berlin Heights	X
Verizon North	ERIE	Huron	X
Verizon North	ERIE	Kelleys Island	X
Verizon North	ERIE	Milan	X
Verizon North	FAIRFIELD	Amanda	X
Verizon North	FAIRFIELD	Baltimore	X
Verizon North	FAIRFIELD	Bremen	X
Verizon North	FAIRFIELD	Millersport	X
Verizon North	FAIRFIELD	Pleasantville	X
Verizon North	FULTON	Fayette	X
Verizon North	GUERNSEY	Byesville	X
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	X
Verizon North	HANCOCK	Jenera	X
Verizon North	HANCOCK	McComb	X
Verizon North	HANCOCK	Mount Blanchard	X
Verizon North	HANCOCK	Rawson	X
Verizon North	HANCOCK	Van Buren	X
Verizon North	HARDIN	Forest	X
Verizon North	HARRISON	Bowerston	X
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X
Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X
Verizon North	HIGHLAND	Lynchburg	X
Verizon North	HIGHLAND	Mowrystown	X

Verizon North	HIGHLAND	Sinking Spring	X
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	X
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	X
Verizon North	HURON	Greenwich	X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	X
Verizon North	HURON	Norwalk	X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	X
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	X
Verizon North	JACKSON	Wellston	X
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North	JEFFERSON	Bergholz	X
Verizon North	JEFFERSON	Brilliant	X
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Verizon North	JEFFERSON	Knoxville	X
Verizon North	JEFFERSON	Richmond	X
Verizon North	JEFFERSON	Smithfield	X
Verizon North	JEFFERSON	Tiltonsville	X
Verizon North	LAWRENCE	Chesapeake	X
Verizon North	LORAIN	Grafton	X
Verizon North	LORAIN	North Eaton	X
Verizon North	LORAIN	Oberlin	X
Verizon North	LORAIN	Wellington	X
Verizon North	LUCAS	Curtice-Oregon	X
Verizon North	LUCAS	Sylvania	X
Verizon North	MADISON	Resaca	X
Verizon North	MARION	Green Camp	X
Verizon North	MARION	Larue	X
Verizon North	MARION	Marion	X
Verizon North	MARION	Morral	X
Verizon North	MARION	Prospect	X
Verizon North	MARION	Waldo	X
Verizon North	MEDINA	Brunswick	X
Verizon North	MEDINA	Chatham	X
Verizon North	MEDINA	Homerville	X
Verizon North	MEDINA	Lodi	X
Verizon North	MEDINA	Medina	X
Verizon North	MEDINA	Seville	X
Verizon North	MEDINA	Sharon Center	X
Verizon North	MEDINA	Spencer	X
Verizon North	MEDINA	Valley City	X
Verizon North	MEDINA	Wadsworth	X
Verizon North	MEDINA	Westfield Center	X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	X

Verizon North	MERCER	Celina	X
Verizon North	MERCER	Coldwater	X
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	X
Verizon North	MERCER	Mendon	X
Verizon North	MIAMI	Laura	X
Verizon North	MIAMI	Tipp City	X
Verizon North	MIAMI	Troy	X
Verizon North	MIAMI	West Milton	X
Verizon North	MONTGOMERY	Brookville	X
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	X
Verizon North	MONTGOMERY	New Lebanon	X
Verizon North	MONTGOMERY	Phillipsburg	X
Verizon North	MONTGOMERY	Trotwood	X
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	X
Verizon North	NOBLE	Dexter City	X
Verizon North	NOBLE	Summerfield	X
Verizon North	OTTAWA	Elmore	X
Verizon North	OTTAWA	Genoa	X
Verizon North	OTTAWA	Marblehead	X
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	X
Verizon North	OTTAWA	Put-In-Bay	X
Verizon North	PAULDING	Antwerp	X
Verizon North	PAULDING	Payne	X
Verizon North	PICKAWAY	Ashville	X
Verizon North	PICKAWAY	Circleville	X
Verizon North	PICKAWAY	Williamsport	X
Verizon North	PIKE	Beaver	X
Verizon North	PIKE	Idaho	X
Verizon North	PIKE	Piketon	X
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	X
Verizon North	PREBLE	Gratis	X
Verizon North	PREBLE	Lewisburg	X
Verizon North	PREBLE	West Alexandria	X
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	X
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X
Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	X
Verizon North	SENECA	Bloomville	X
Verizon North	SENECA	Republic	X
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	X
Verizon North	STARK	Paris	X

Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	X
Verizon North	TUSCARAWAS	Baltic	X
Verizon North	TUSCARAWAS	Bolivar	X
Verizon North	TUSCARAWAS	Mineral City	X
Verizon North	TUSCARAWAS	New Philadelphia	X
Verizon North	TUSCARAWAS	Strasburg	X
Verizon North	TUSCARAWAS	Sugarcreek	X
Verizon North	UNION	Plain City	X
Verizon North	UNION	Richwood	X
Verizon North	VAN WERT	Convoy	X
Verizon North	VAN WERT	Ohio City	X
Verizon North	VAN WERT	Scott	X
Verizon North	VAN WERT	Willshire-Wren	X
Verizon North	VINTON	McArthur	X
Verizon North	VINTON	Wilkesville	X
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	X
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	X
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	X
Verizon North	WILLIAMS	Bryan	X
Verizon North	WILLIAMS	Edgerton	X
Verizon North	WILLIAMS	Edon	X
Verizon North	WILLIAMS	Evansport	X
Verizon North	WILLIAMS	Montpelier	X
Verizon North	WILLIAMS	Pioneer	X
Verizon North	WILLIAMS	West Unity	X
Verizon North	WOOD	Bowling Green	X
Verizon North	WOOD	Grand Rapids	X
Verizon North	WOOD	Haskins-Tontogany	X
Verizon North	WOOD	North Baltimore	X
Verizon North	WOOD	Pemberville	X
Verizon North	WOOD	Wayne-Bradner	X
Verizon North	WOOD	Weston	X
Verizon North	WYANDOT	Carey	X
Verizon North	WYANDOT	Harpster	X
Verizon North	WYANDOT	Nevada	X
Verizon North	WYANDOT	Wharton	X

X

**EXHIBIT Y– If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.**

See attached maps and Section 2 of applicant's proposed tariff

**This foregoing document was electronically filed with the Public Utilities**

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**in**

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Summary: Application Dynalink Communications, Inc.'s Telecommunications Application Form for Routine Proceedings, along with the Telecommunications Supplemental Application Form for Carrier Certification and required exhibits electronically filed by Angela M. Janssen on behalf of Dynalink Communications, Inc.