



**CROCKER & CROCKER, P.C.**  
ATTORNEYS AT LAW

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September 3, 2009

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

**e-FILED VIA DIS SYSTEM**

Re: FIDELITY TELECOM, LLC  
Case No. 09-718-TP-ACE

Dear Sir or Madam:

In accordance with Staff Member, Cheryl Williams' request, attached please find the above captioned company's replacement local tariff P.U.C.O. Tariff No. 2.

At this time our firm respectfully requests to withdraw the above captioned company's access tariff P.U.C.O. Tariff No. 3.

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

LOCAL EXCHANGE SERVICES

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE AND

INTEREXCHANGE SERVICE FURNISHED BY

FIDELITY TELECOM, LLC

THROUGHOUT THE STATE OF OHIO

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

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's principal place of business at 23250 Chargin Blvd, Suite 250, Beachwood, OH 44122 or toll free at (888) 756-9706.

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Issued under authority of the Public Utilities Commission of Ohio,

Dated \_\_\_\_\_, in Case No. \_\_\_\_ - \_\_\_\_ -TP-ACE

Issued by: Ron Kohn, Managing Member  
FIDELITY TELECOM, LLC  
23250 Chargin Blvd, Suite 250  
Beachwood, OH 44122

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 LOCAL EXCHANGE SERVICES
 

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**CHECK SHEET**

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

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LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

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

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

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

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**LOCAL EXCHANGE SERVICES**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by FIDELITY TELECOM, LLC, to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available by contacting the Company at 23250 Chargin Blvd, Suite 250, Beachwood, OH 44122 or toll free at (888) 756-9706.

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 1 - DEFINITIONS**1. Definitions

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

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

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

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

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

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

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

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 1 - DEFINITIONS**1. Definitions (Cont'd)

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

Calling Number Delivery: Identifies the 10-digit number of the calling party.

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

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

Company: FIDELITY TELECOM, LLC , which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

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

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

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

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

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

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

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

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

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 1 - DEFINITIONS**1. Definitions (Cont'd)

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

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 for the provision and administration of communications services.

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

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

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

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

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

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

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

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

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

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

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 1 - DEFINITIONS**1. Definitions (Cont'd)

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

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

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

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

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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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

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

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

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

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

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS****2. Regulations****2.1 Undertaking of the Company****2.1.1 Scope**

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

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

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

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

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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**LOCAL EXCHANGE SERVICES**

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

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

2.1.3.4 Reserved for future use.

2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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

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**LOCAL EXCHANGE SERVICES**

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

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

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

2.1.4.10 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claim, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.4.11 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customer shall be free to pursue whatever legal remedies they may have should a dispute arise.

**2.1.5 Notification of Service-Affecting Activities**

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

2.1.6.1 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.2 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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

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

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

**2.1.7 Non-routine Installation**

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

**2.1.8 Ownership of Facilities**

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



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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS****2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.9 Telecommunications Service Priority**

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

**2.2 Prohibited Uses**

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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**SECTION 2 – REGULATIONS**2. Regulations (Cont'd)2.3 Obligations of the Customer

- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS**2. Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

Subject to the limitation of liability language in Section 2.1.4., and with respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

2.4 Customer Equipment and Channels2.4.1 General

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS****2. Regulations (Cont'd)****2.4.2 Station Equipment**

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

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

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS**2. Regulations (Cont'd)2.4 Customer Equipment and Channels (Cont'd)

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

2.4.4 Inspections

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

2.5 Payment Arrangements2.5.1 Payment for Service

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

2.5.2 Reserved for Future Use

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

2. Regulations (Cont'd)

2.5.3 Disputed Bills

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

2.5.4 Checks with insufficient funds or non-existing accounts will be assessed a fee as follows, except as may be waived under appropriate circumstances.

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS**

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

FIDELITY TELECOM, LLC	Telephone:	(216) 593-0300
23250 Chargrin Blvd, Suite 250	Facsimile:	(866) 549-6489
Beachwood, OH 44122	Toll Free:	(888) 756-9706

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

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

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

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

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

Toll Free: 1-877-742-5622

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS****2.5.5 Deposits**

2.5.5.1 To safeguard its interests, the Company may, pursuant to the Minimum Telephone Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 Reserved for future use.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Reserved for future use.

**2.5.6 Reserved for Future Use**

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**SECTION 2 – REGULATIONS**

2. Regulation (Cont'd)

2.6 Reserved for Future Use

2.7 Reserved for Future Use

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS****2. Regulation (Cont'd)****2.7 Reserved for Future Use (Cont'd)****2.7.1 Reserved for Future Use (Cont'd)****2.8 Transfer and Assignments**

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

**2.9 Notices and Communications**

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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**LOCAL EXCHANGE SERVICES**


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**SECTION 2 – REGULATIONS**2. Regulations (Cont'd)

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

2.9.5 Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

2.10 Universal Emergency Number Service – 9-1-1

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

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

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

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

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 LOCAL EXCHANGE SERVICES
 

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

 3. Service Descriptions

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

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

 3.1.1 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.

3.1.2 General - The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is offered to primarily residential customers.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)

3.1.4 Geographic Zones – Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio P.U.C.O. No. 20, Part 4, Section 1.2.A for current zones.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

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

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

3.1.6 Local Usage Services – The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1

3.1.6.1 Per Message Rate – This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

3.1.6.2 Unlimited Local Calling – This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

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 LOCAL EXCHANGE SERVICES
 

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

 3. Service Descriptions (Cont'd)

 3.1 Local Exchange Service (Cont'd)

3.1.7 Enhanced Calling Features – are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features.

**Feature**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3.1.8 Local Exchange Service - Rates and Charges

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

a. Non-recurring charges for residential customers:

In accordance with OAC 4901:1-05-06 (D), Customers enrolling in or changing a regulated service not provided by contract shall be allowed to change or switch the service ordered at least one time after that service initiated without incurring any charge to make that change or switch, so long as the change or switch is made within thirty days of the postmark of the welcome letter corresponding to the customer’s original service order. This does not preclude the company from charging for the original service establishment charges for the period such service was used, any special construction charges, and usage charges.

3.1.8.1 Non-Recurring Charges

	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Service Connection Charge per line	\$67.35	\$37.35	\$37.35
Subsequent account changes (Changes, Additions per order	\$71.55	\$41.55	\$41.55
Presubscription Change			
Manual change	---	\$5.50	\$5.50
Electronic change	---	\$1.25	\$1.25
Optional Feature Activation (per order)	---	\$7.30	\$7.30

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

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service (Cont'd)

3.1.8.2 Monthly Recurring Charges

RESIDENTIAL FLAT RATE LOCAL EXCHANGE SERVICE

Flat Rate Local Exchange Service provides a Customer with a single, analog voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

	<u>Maximum</u>	<u>Actual Residential</u>
Nonrecurring Set-up Fee Per Account	\$65.00	\$35.00
Local Exchange Line Per Month	\$59.95	\$29.95

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LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service (Cont'd)

3.1.8.2 Monthly Recurring Charges (Cont'd)

BUSINESS FLAT RATE LOCAL EXCHANGE SERVICE

Business Saver, a local exchange service available to business Customers, provides the Customer with a local exchange access line, unlimited local usage and unlimited access to Calling Features at no additional charge.

1) Service Features

Business Saver provides the following:

- A. Local Exchange Service: Local Exchange Access Line and unlimited local exchange calling.
- B. Calling Features: Unlimited access to all optional features at no additional charge<sup>1</sup>.

2) Rates

A. Initiation Fee

	<u>Maximum</u>	<u>Actual</u>
Per Account <sup>2</sup>	\$90.00	\$60.00

B. Local Exchange Service

Includes Local Exchange Access line, unlimited local usage and unlimited Call Management features.

Monthly Rate Per Line

	<u>Maximum</u>	<u>Actual</u>
1 line	\$69.95	\$39.95
Add'l lines	\$69.95	\$31.95

<sup>1</sup> Calling features added after initial service installation will be billed a Service Order Change Charge.

<sup>2</sup> Initiation fee will be billed on a final invoice only if the Customer cancels service within the first billing period.

LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service (Cont'd)

3.1.8.3 Enhanced Calling Feature Charges

		<u>Monthly recurring charge</u>	
	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Caller ID – Numeric listing	\$10.00	\$6.00	\$6.00
Call Waiting	\$20.00	\$5.00	**
Caller ID Blocking*	\$20.00	N/C	**
Automatic Callback	---	\$4.00	**
Conference Three Way	---	\$3.50	**
Call Forwarding Busy	---	\$4.00	**
Message Waiting	---	\$0.25	**
Call Forwarding No Answer	---	\$4.00	**
Remote Call Forwarding	---	\$17.40	**
Call Forwarding Variable	---	\$4.00	**
Serial Hunting	---	\$0.50	**
Call Hold	---	\$4.00	**
Speed Call (up to 8 numbers)	---	\$4.00	**
Call Park	---	\$4.00	**
Call Pickup, Group	---	\$7.00	**
Caller ID – Number and Name	---	\$1.95	**

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

\*\* Detariffed features available to business customers are located in the Company’s Pricing Guide.

\*\*\* This charge is currently being waived for all customers

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LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.2 Directory Assistance

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

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

	<u>Residential</u>	<u>Actual</u> <u>Business</u>
DA, per call	\$2.99	*
DA, with call completion	\$2.99	*

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

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

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

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

LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional)

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

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

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.

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

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.

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

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

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

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

LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional) (Cont'd)

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

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

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)3.4 Directory Listings

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

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

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LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont,d)

3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.

3.4.5.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.

3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.

3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.

3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

<u>Per Listing or Per Number Charge</u>	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Non-Published Number	\$4.00	\$0.00	*
Additional listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> lines	---	\$0.99	*
Additional listing on 1 <sup>st</sup> line	---	\$5.95	*
Non-listed Number	---	\$0.50	*
Alternate Listing	---	\$2.75	*
Reference Listing	---	\$2.75	*
Foreign Listing	---	\$2.75	*

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LOCAL EXCHANGE SERVICES

**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**

3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont,d)

3.4.5.9 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Non-published Number	\$15.00	\$2.50	\$2.50
Additional listing on 2 <sup>nd</sup> or 3 <sup>rd</sup> lines	---	\$0.99	*
Additional listing on 1 <sup>st</sup> line	---	\$5.95	*
Non-listed Number	---	\$2.50	*
Alternate Listing	---	\$6.50	*
Reference Listing	---	\$6.50	*
Foreign Listing	---	\$6.50	*

3.5 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

3.6 Reserved for Future Use

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)3.7 Service Connection Assistance3.7.1 General:

3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- a. Wavier of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.7.2 Regulations

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

- a. Home Energy Assistance Program (HEAP);
- b. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)

3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

3.7.2.4 Service Connection Assistance is available for all grades of service.

3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

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

3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

3.7.3 Rates

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

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LOCAL EXCHANGE SERVICES

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**SECTION 4 – PROMOTIONAL OFFERINGS**

4. Promotional Offerings

4.1 Promotional Offerings: The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.+

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