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MILLIMET

ATTORNEYS AT LAW

December 16, 2009

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BY ELECTRONIC FILING

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

Re: Case No. 09-1962-TP-ACE; Application of McGraw Communications, Inc.

Attached for electronic filing in the above referenced Case is the Application of McGraw Communications, Inc. to Provide Facilities-Based and Competitive Telecommunications Service in the State of Ohio. Please note that this document is bookmarked for ease of navigation.

A Motion for Protective Order is also being electronically filed in this Case, with a CD-ROM and two paper copies of confidential Exhibit D-2 being delivered separately under seal by overnight mail.

Please direct any questions regarding this Application to me by telephone or electronic mail. Thank you for your attention to this matter.

Very truly yours,



Harry N. Malone
Counsel to McGraw Communications, Inc.

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

In the Matter of the Application of **McGraw Communications, Inc. to Provide Facilities-Based and Competitive Telecommunications Services in the State of Ohio**)
))
)

TRF Docket No. 90-_____

Case No. **09 - 1962 -TP - ACE**

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

Name of Registrant(s) **McGraw Communications, Inc.**
DBA(s) of Registrant(s) **McGraw Communications, Inc.**
Address of Registrant(s) **228 E. 45th Street, New York, NY 10017**

Company Web Address **www.mcgrawcom.net**

Regulatory Contact Person(s) **Sadia Mendez**

Phone **(212) 849-2367**

Fax **(646) 619-4734**

Regulatory Contact Person's Email Address **smendez@mcgrawcom.net**

Contact Person for Annual Report **Sadia Mendez**

Phone **(212) 849-2367**

Address (if different from above) _____

Consumer Contact Information **Sadia Mendez**

Phone **(212) 849-2367**

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 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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<u>Tier 1 Regulatory Treatment</u>				
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)		
<u>Tier 2 Regulatory Treatment</u>				
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	

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

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 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (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 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers 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)	
Other* (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, **Francis X. Ahearn**, and am authorized to make this statement on its behalf.
(Name)

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

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

Executed on (Date) 12/3/09 at (Location) NEW YORK, N.Y.

*(Signature and Title) _____

(Date) 12/3/09

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, **Harry N. Malone**

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.

*(Signature and Title) _____

(Date) 12/4/09

**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

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 **McGraw**)
Communications, Inc. to Provide Facilities-Based)
and Competitive Telecommunications Services in)
the State of Ohio)

Case No. **09-1962-TP-ACE**

Name of Registrant(s) **McGraw Communications, Inc.**
DBA(s) of Registrant(s) **McGraw Communications, Inc.**
Address of Registrant(s) **228 E. 45th Street, New York, NY 10017**

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 Tariff¹

☒ Local Tariff¹

☒ 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 State² &
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.

¹ 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.

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

- 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.

N/A 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.

N/A 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)

- 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 **Harry N. Malone**
(Name)

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 12/14/09

at **Manchester, New Hampshire**

12/14/09
(Date)

(Signature and Title)

LIST OF EXHIBITS

EXHIBIT A - TARIFFS AND PRICE LISTS

- Exhibit A-1 - McGraw Intrastate Access Tariff
- Exhibit A-2 - McGraw Local Exchange Tariff
- Exhibit A-3 - McGraw Intrastate Interexchange Price List
- Exhibit A-4 - McGraw Business Services Price List

EXHIBIT B - DESCRIPTION OF SERVICES

- Exhibit B-1 - How Service Provisioned
- Exhibit B-2 - Description of Proposed Services
- Exhibit B-3 - Statement about Provision of CTS Services
- Exhibit B-4 - Description of Proposed Market Area
- Exhibit B-5 - Explanation of How Proposed Market Area is in Public Interest
- Exhibit B-6 - Description of Class of Customers Served

EXHIBIT C - BUSINESS REQUIREMENTS

- Exhibit C-1 - Registration with Ohio Department of Taxation
- Exhibit C-2 - Good Standing Certificate

EXHIBIT D - DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY

- Exhibit D-1 - Executive Summary of Financial Condition, Liquidity, and Capital Resources
- Exhibit D-2 - Financial Statements
- Exhibit D-3 - Documentation to support cash and funding sources

EXHIBIT E - DOCUMENTATION REGARDING MANAGERIAL ABILITY AND CORPORATE STRUCTURE

- Exhibit E-1 - Technical and Managerial Expertise
- Exhibit E-2 - Officers and Directors
- Exhibit E-3 - Corporate Structure and Ownership
- Exhibit E-4 - Similar Operations in Other States
- Exhibit E-5 - Verification Records Maintained in Accordance with GAAP
- Exhibit E-6 - Compliance with Affiliate Transaction Requirements

EXHIBIT F - PROPOSED INTERACTIONS WITH OTHER CARRIERS

- Exhibit F-1 - Rate Derivation
- Exhibit F-2 - Explanation of Service Areas With Approved Interconnection or Resale Agreement
- Exhibit F-3 - By Bona Fide Letters Requesting Negotiation, Notarized Affidavit, Proposed Timeline For Construction, Interconnection, and Offering of Service To End Users.

EXHIBIT G - PROPOSED INTERACTIONS WITH CUSTOMERS

- Exhibit G-1 - Explanation of Payment in Advance Intentions
- Exhibit G-2 - Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone
- Exhibit G-3 - Sample Bill and Disconnection Notice
- Exhibit G-4 - Customer Application to Establish Residential Service
- Exhibit G-5 - List of Ohio ILEC Exchanges the Applicant Intends to Serve
- Exhibit G-6 - Mirroring Statement

EXHIBIT A

TARIFFS AND PRICE LISTS

The attached tariffs and price lists will be posted on McGraw's website when they are finalized.

Exhibit A-1

McGraw Intrastate Access Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTRASTATE ACCESS SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
MCGRAW COMMUNICATIONS, INC.

PRINCIPAL OFFICE

McGraw Communications, Inc.'s principal office is located at 228 E. 45th Street, New York, New York 10017. This Tariff is available for public inspection at the above address during regular business hours.

Issued: January ____, 2010

Effective: _____

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-_____-TP-TRF

Issued By:

Francis X. Ahearn, CEO
228 E. 45th Street
New York, N.Y. 10017

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CHECKSHEET

Page	<u>Revision</u>	Page	<u>Revision</u>	Page	<u>Revision</u>
Title	Original	26	Original	52	Original
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
3	Original	29	Original	55	Original
4	Original	30	Original	56	Original
5	Original	31	Original		
6	Original	32	Original		
7	Original	33	Original		
8	Original	34	Original		
9	Original	35	Original		
10	Original	36	Original		
11	Original	37	Original		
12	Original	38	Original		
13	Original	39	Original		
14	Original	40	Original		
15	Original	41	Original		
16	Original	42	Original		
17	Original	43	Original		
18	Original	44	Original		
19	Original	45	Original		
20	Original	46	Original		
21	Original	47	Original		
22	Original	48	Original		
23	Original	49	Original		
24	Original	50	Original		
25	Original	51	Original		

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New York, N.Y. 10017

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction (T)
- Indicates Change of Text only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (k). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: January ____, 2010

Effective: _____

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Issued By:

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228 E. 45th Street
New York, N.Y. 10017

SECTION 1 - DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices *and* a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO — Public Utilities Commission of Ohio.

COMPANY or McGraw — McGraw Communications, Inc.

Issued: January ____, 2010

Effective: _____

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228 E. 45th Street
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SECTION 1 - DEFINITIONS (CONT'D)

CUSTOMER - Any person, firm, partnership, corporation, municipality, cooperative organization, government agency, etc. that agrees to purchase a telecommunications service and is responsible for paying charges and for complying with the rules and regulations of the telephone company.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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SECTION 1 - DEFINITIONS (CONT'D)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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SECTION 1 - DEFINITIONS (CONT'D)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 — RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.1 Liability of the Company

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.1.1.1 The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to McGraw Communications, Inc.'s charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by McGraw Communications, Inc., shall not result in the imposition of any liability upon McGraw Communications, Inc..

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.1 Liability of the Company (Cont'd)

- 2.1.1.2 Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder: provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- 2.1.1.3 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. McGraw Communications, Inc. will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than McGraw Communications, Inc., that furnishes services, facilities, or equipment used in connection with McGraw Communications, Inc.'s services or facilities.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- 2.1.1.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, MCGRAW COMMUNICATIONS, INC. MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,
 - 2.1.1.5 IN NO EVENT SHALL MCGRAW COMMUNICATIONS, INC. BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).
 - 2.1.1.6 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 its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.
- 2.1.2 Limitation of Liability
- 2.1.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Force Majeure

2.1.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- 2.1.3.1 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by *the* Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 2.1.3.2 Service may be used for any lawful purpose by the Customer.
- 2.1.3.3 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.1.3.4 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.2 Limitations

- 2.3.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth previously in Section 2.1.3 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in Section 2.1.3 of this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage *caused* by agents, employees or independent contractors of the Customer through any negligence.

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

- 2.5.1 McGraw Communications, Inc. will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to McGraw Communications, Inc.'s collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.6.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to McGraw Communications, Inc. within eighteen (18) months of the Bill Date unless the Customer provides documentation after that timeframe. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. McGraw Communications, Inc. shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute.

If a dispute cannot be resolved with the company, a complaint may be filed with the Commission at 180 E. Broad Street, Columbus, Ohio, 43215.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon mutually agreed upon notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any mutually agreed upon hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon mutually agreed upon notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER

2.8.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.8.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to *such* spaces at mutually agreed upon times for installation, testing, repair, maintenance or removal of Company service.

2.8.4 Testing

The services provided under this tariff shall be made available to the Company *at* mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.8.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.8.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 8.3.3.D will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Disconnection and Termination of Service

2.10.1 Disconnection of Service Without Notice

McGraw Communications, Inc. shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud McGraw Communications, Inc. or to use the Service for unlawful purposes.

McGraw Communications, Inc. will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If McGraw Communications, Inc. is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.10.2. Disconnection of Service Requiring Notice

Disconnection notices issued by the Company will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. It must also inform the Customer of the Company's legal obligation to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.10.2.1 The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

2.10.2.2 Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.10.2.3 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.10.2.4 Failure to meet the utility's deposit and credit requirements.

2.10.2.5 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days notice, in which to make settlement before his service is denied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 UNLAWFUL USE OF SERVICE

2.11.1 Service shall not be used for any purpose in violation of law.

2.11.2 Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End Users premises to a Customer's premises in the LATA where it is provided. Feature Group D equal access services are available at all Company end offices.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

Local Switching

Local Transport

Common Line (see Section 4 of this tariff)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.3 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of Tandem Switching and Tandem Switched Transport. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), *but* not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance, e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

3.4.1.2 Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

3.4.1.3 Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in GCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee, as provided in Section 8.1.1.D.

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SECTION 4 - CARRIER COMMON LINE ACCESS SERVICE

4.1 PRESUBSCRIPTION

- A. Presubscription is an arrangement whereby a local exchange end user of the Company may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA or intraLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Public Utilities Commission of Ohio to provide or to resell intrastate, interexchange services. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carriers tandem that sub-tends the Company's end office, When an IC requests a change in an end users PIC, a non-recurring charge, as set forth in Section 8.1.6, will be charged to the IC.

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SECTION 4 - PRESUBSCRIPTION (CONT'D)

4.2 UNAUTHORIZED PIC CHANGE

- A. If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:
- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
 - The Unauthorized Presubscription Change Charge as set forth in Section 8.1.7.E will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 8.1.7.A following.

4.3 EXPEDITED PIC SWITCHBACK SERVICE

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge as set forth in Section 9.1.7.0 will apply to the IC that requested the PIC Switchback to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in Section 8.1.7.A following.

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SECTION 5 - SPECIAL ARRANGEMENTS

5.1 SPECIAL CONSTRUCTION

5.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

5.1.2.1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

Equipment and materials provided or used;
Engineering, labor and supervision;
Transportation; and
Rights of way and/or any required easements.

5.1.2.2 Cost of maintenance;

5.1.2.3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

5.1.2.4 Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;

5.1.2.5 License preparation, processing and related fees;

5.1.2.6 Any other identifiable costs related to the facilities provided; or

5.1.2.7 An amount for return and contingencies.

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SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.1 SPECIAL CONSTRUCTION (Cont'd)

5.1.3 Termination of Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.
1. The period on which the termination liability is based on the term of the contract.
 2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation;
 - d) Rights of way and/or any required easements.
 - e) License preparation, processing and related fees;
 - f) Administrative expenses, processing and related fees;
 - g) Cost of removal and restoration, where appropriate; and
 - h) Any other identifiable costs related to the specially constructed or rearranged facilities.
- B. The termination liability method for calculation the unpaid balance of a term obligation is obtained by pro-rating the sum of the amounts determined as set forth in Section 5.1.3, less the amount the customer has paid, and less estimated net salvage, over the remaining term of the contract. For example, if the contract was for 36 months, and the Customer terminates after 18 months (i.e. one half the term), the Customer will be charged for one half of the sum of the amounts determined as set forth in Section 5.1.3, less estimated net salvage.
- C. Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

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SECTION 6 - MEASUREMENT OF ACCESS MINUTES

6.1 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

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SECTION 7 - BILLING AND COLLECTION

7.1 GENERAL

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

7.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes *both* calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

7.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.2 RECORDING SERVICE (Cont'd)

7.2.1 Undertaking of the Company (Cont'd)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

7.2.2 Liability of the Company

Notwithstanding 7.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

7.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7..2 RECORDING SERVICE (Cont'd)

7.2.4 Payment Arrangements and Audit Provision

8.2.4.1 Notice and Scope

1. Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customers representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.2 RECORDING SERVICE (Cont'd)

7.2.4 Payment Arrangements and Audit Provision

7.2.4.2 Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

7.2.4.3 Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for *any* errors or omissions disclosed by such examination or audit.

7.2.4.4 Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.2 RECORDING SERVICE (Cont'd)

7.2.4 Payment Arrangements and Audit Provision (Cont'd)

7.2.4.5 Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

7.2.4.6 Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. A new special order charge will apply.

7.2.5 Rate Regulations

The special order charge as provided in Section 8.1.1.E applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SECTION 7- BILLING AND COLLECTION (CONT'D)

7.3 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.3 BILLING AND ADDRESS SERVICE(CONT'D)

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

7.3.1 Undertaking of the Company

- 7.3.1.1. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- 7.3.1.2 Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 7.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- 7.3.1.3 The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day
- 7.3.1.4 The company will specify the format in which requests and tapes are to be submitted.
- 7.3.1.5 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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SECTION 7- BILLING AND COLLECTION (CONT'D)

7.3 BILLING AND ADDRESS SERVICE (CONT'D)

7.3.1 Undertaking of the Company (Cont'd)

- 7.3.1.6 The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

7.3.2 Obligations of the Customer

- 7.3.2.1 With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- 7.3.2.2 A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- 7.3.2.3 The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- 7.3.2.4 The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.3 BILLING AND ADDRESS SERVICE (CONT'D)

7.3.2 Obligations of the Customer (Cont'd)

- 7.3.2.5 When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.
- 7.3.2.6 Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.
- 7.3.2.7 The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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Issued By:

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228 E. 45th Street
New York, N.Y. 10017

SECTION 7 - BILLING AND COLLECTION (CONT'D)

7.3 BILLING AND ADDRESS SERVICE (CONT'D)

7.3.3 Rate Regulations

- 7.3.3.1 Service Implementation Charges as provided in Section 8.1.1.A apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- 7.3.3.2 A Customer Message charge as provided in Section 8.1.7 applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- 7.3.3.3 The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.
- 7.3.3.4 Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.
- 7.3.3.5 Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate. The percentages provided in the reports as set forth in 2.8.7 preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent of messages times the stated tariff rate.
- 7.3.3.6 When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SECTION 8 — RATES AND CHARGES

8.1 Access Service

8.1.1 Service Orders*Nonrecurring Charge
Per Line or Trunk

- (A) Service Implementation
 - (1) Installation
 - (2) Access Order Charge
- (B) Service Date Change
- (C) Design Change
- (D) Service Cancellation
- (E) Special Order Charge

*McGraw, in the territory served by AT&T of Ohio, is mirroring the switched access rates of AT&T, as they are now set forth in The Ohio Bell Tel. Co. P.U.C.O. Tariff No. 20 which concurs in the Ameritech Operating Companies FCC Tariff No. 2, and as they may be subsequently revised, added to or supplemented; and in the territory served by Verizon, McGraw is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

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SECTION 8 — RATES AND CHARGES (Cont'd)

8.1 Access Service (Cont'd)

8.1.2 Local Transport*(A) Tandem Switched Transport Per Access MinuteTermination Facility (per mile
per minute)

Multiplexing

Per Access Minute

(B) Tandem Switching

*McGraw, in the territory served by AT&T of Ohio, is mirroring the switched access rates of AT&T, as they are now set forth in The Ohio Bell Tel, Co. P.U.C.O. Tariff No. 20 which concurs in the Ameritech Operating Companies FCC Tariff No. 2, and as they may be subsequently revised, added to or supplemented; and in the territory served by Verizon, McGraw is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

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SECTION 8 — RATES AND CHARGES (Cont'd)

8.1 Access Service (Cont'd)

8.1.3 Local Switching*

8.1.4 Toll Free Data Base Access Service*

Basic Toll Free Access Query Per

Query

8.1.5 Billing and Collection*

Recording, per customer message

BNA Service Establishment Charge

Query Charge per Telephone Number

*McGraw, in the territory served by AT&T of Ohio, is mirroring the switched access rates of AT&T, as they are now set forth in The Ohio Bell Tel. Co. P.U.C.O. Tariff No. 20 which concurs in the Ameritech Operating Companies FCC Tariff No. 2, and as they may be subsequently revised, added to or supplemented; and in the territory served by Verizon, McGraw is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

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SECTION 8 — RATES AND CHARGES (Cont'd)

8.1 Access Service (Cont'd)

8.1.6 Presubscription

(A) Authorized PIC Change

\$5.00 Manual

\$1.25 Automatic

(B) Unauthorized PIC Change \$18.00

(C) Expedited PIC Switchback \$10.00

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Exhibit A-2

McGraw Local Exchange Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
MCGRAW COMMUNICATIONS, INC.

PRINCIPAL OFFICE

McGraw Communications, Inc.'s principal office is located at 228 E. 45th Street, New York, New York 10017. This Tariff is available for public inspection at the above address during regular business hours.

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CHECKSHEET					
Page	<u>Revision</u>	Page	<u>Revision</u>	Page	<u>Revision</u>
Title	Original				
1	Original				
2	Original				
3	Original				
4	Original				
5	Original				
6	Original				
7	Original				
8	Original				
9	Original				

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction (T)
- Indicates Change of Text only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (k). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 – APPLICATION

This tariff includes certain rates, terms, and conditions for local exchange services required to be included in a tariff by the Commission's Detariffing order. Also in compliance with the Commission's Detariffing order, the service offerings, rates, terms, conditions for the provision of detariffed services are available via the Company's website at www.mcgrawcom.net. Specifically, Business Tier 2 Services and Interexchange Services have been detariffed by the Public Utilities Commission and can now be found in the Ohio Price Lists at www.mcgrawcom.net.

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 disconnect and reconnection of service.

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SECTION 2 — RULES AND REGULATIONS

2.1 DEPOSITS

- 2.1.1 The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 2.1.2 After 12 months of satisfactory payment history or 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. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 2.1.3 Deposits held will accrue interest at a rate determined by the Company, without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

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2.2 BILLING AND COLLECTION OF CHARGES

2.2.1 Late Payment Fees

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of 1.5% per month. Any late payment fee will not include interest on a previously-charged late payment fee.

2.2.2 Returned Checked Fees

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Customer will be assessed a fee for each check returned. The Company may waive the bad check charge under appropriate circumstances.

Returned check fee \$25.00

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2.3 CUSTOMER COMPLAINTS AND DISPUTES

If a dispute with the Company is not resolved after you have calling or otherwise contacting the Company, or for general utility information, customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

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SECTION 3 - MISCELLANEOUS SERVICES AND CHARGES

3.1 Blocking Service

3.1.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touchtone phone, or '67 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semi-public payphones of Zayo Bandwidth will be equipped with Per Call Blocking.

3.1.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

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SECTION 3 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D)

3.2 Presubscription

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows: If a Subscriber changes both the interLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

Per business line, trunk, or port:

Manual Process	\$5.00
Electronic Process	\$1.25

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Exhibit A-3

McGraw Intrastate Interexchange Price List

Price List Schedule Applicable to
Facilities-Based and Resold Interexchange Telecommunications Services
Furnished by
McGraw Communications, Inc.
Between Points Within the State of Ohio

PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. Check Sheets** - When a price list change is made, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)
-

CHECK SHEET

Sheets 1 through 48 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
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28	Original		
29	Original		
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31	Original		
32	Original		

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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Price List

- 1.2.1 This price list governs the Carrier's services that originate and terminate in Ohio. Specific services and rates are described elsewhere in this price list.
- 1.2.2 The Company's services are available to residential and business customers.
- 1.2.3 The Company's service territory is statewide.

1 GENERAL (Cont'd)

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to McGraw Communications, Inc.

1.3.2 "Commission" means the Public Service Commission of Ohio.

1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this price list.

1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

21 Undertaking of the Company

This price list sets forth the service offerings, rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by McGraw Communications, Inc. between various locations within the State of Ohio.

The Company undertakes to furnish resold intrastate common carrier telecommunications services pursuant to the terms of this price list in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State of Ohio.

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

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this price list;
- 2.2.1.2 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.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 The customer shall be responsible for: (Cont'd)

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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 prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 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 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, 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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities 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.

2.2.4 The Company's services (as detailed in this price list) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.

2 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.5 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 this price list for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.6 Service at Outdoor Locations

- 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

- 2.3.7.1 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.8 Limitation of Liability

- 2.3.8.1 Nothing in this price list shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2 RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period:

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2 RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies.
- (a) The total costs of installing and removing such facilities; or
 - (b) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this price list plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2 RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this price list.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2 RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Ohio Regulations 20.30.01. as amended from time to time.

2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

2621 Was a customer of a Ohio utility for at least 12 months within the preceding 2 years;

2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Ohio;

2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and

2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Ohio Regulations 20.30.02. as amended from time to time.

2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:

264.1 Was a customer of a Ohio utility within the preceding 2 years;

2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Ohio;

2 RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.4 (Cont'd)

2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and

2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

2.6.6 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

2.6.7 Customer deposits shall be maintained in a bank located in Ohio. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

2 RULES AND REGULATIONS (Cont'd)

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 0.30.03.01.A(1).

2 RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Public Utilities Commission of Ohio
Attn: IAD
180 E. Broad Street
Columbus, Ohio 43215-3793

2.8.3 The Company provides the following toll free number 1-866-246-8862 for customers to contact the carrier.

2.8.4 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by the Company.

2 RULES AND REGULATIONS (Cont'd)

29 Allowance for Interruptions in Service (Cont'd)

2.9.2 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.9.3 For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.9.4 The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

2 RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00 (twenty-five dollars).

2.12 Directory Assistance Call Allowance

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this price list, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.15.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2 RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.2 Denial of Service Requiring Notice

The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1 Non-compliance with Regulations. For violation of or non-compliance with regulations of the Commission.

2.14.2.2 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities.

2.14.2.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2 RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

2.14.2.4 Non-payment of Bill.

2.14.2.5 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.6 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.14.2.7 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.8 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2 RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

2.14.2.9 Failure to Comply with Municipal Ordinances.
For failure to comply with municipal ordinances
or other laws pertaining to telephone service.

2.14.2.10 Failure to Pay Increased Deposit Required.
For failure of the customer to pay an increased
security deposit when warranted by the
Company to protect its revenue in accordance
with Code of Ohio Regulations 20.45.04.

2.14.3 Insufficient Reasons for Denial of Service

The following may not constitute cause for refusal of service
to a present or prospective customer:

2.14.3.1 Failure of a prior customer to pay for service at
the premises to be serviced;

2.14.3.2 Failure to pay for a different class of service for
a different entity;

2.14.3.3 Failure to pay the bill of another customer as
guarantor of that bill;

2.14.3.4 Failure to pay directory advertising charges;

2.14.3.5 Failure to pay an undercharge as described in
the Code of Ohio Regulations
20.45.04.01.D.(2); or

Issue Date:

Effective Date:

Issued By: Francis X. Ahearn, President
McGraw Communications, Inc.
228 East 45th Street

2 RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.3 Insufficient Reasons for Denial of Service (Cont'd)

- 2.14.3.6 Failure to pay an outstanding bill that is over 7 years old, unless the:
- 2.14.3.7 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
- 2.14.3.8 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
- 2.14.3.9 Outstanding bill is for service obtained by the customer by means of an application made:
- (i) In a fictitious name,
 - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

This regulation applies to both residential and nonresidential classes of service.

2 RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2 RULES AND REGULATIONS (Cont'd)

2.17 Telephone Solicitation by Use of Recorded Messages

- 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

- 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

- 2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
- 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise price listed, from time to time on a trial basis. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional Basis that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis.

3.3 McGraw Telecommunications Services

3.3.1 The rate for Company's service is based on the following factors:

- A. The monthly billing volume;
- B. The duration of the call; and
- C. The type of service subscribed to.

The Company's rates are not mileage sensitive.

3 DESCRIPTION OF SERVICES (Cont'd)

3.3 McGraw Telecommunications Services (Cont'd)

3.3.2 **McGraw Dial One Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Ohio.

3.3.3 **McGraw 800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of Ohio. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.

3.3.4 **McGraw Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Applicant's price listed rates and appear on the Customer's monthly long-distance bill.

4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon - Ohio, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Price List F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

4.2 Service Charges

Service charges per account are based on the following schedules:

4.2.1 Switched Access Services

A. McGraw Dial One Service

Monthly Billing Volume	Initial 30 Seconds	Additional 6 Seconds
\$0 - \$900	\$.05	\$.01
\$901+	\$.05	\$.01

4 RATES AND CHARGES (Cont'd)**4.2 Service Charges (Cont'd)****B McGraw 800 Service**

Monthly Billing Volume	Initial 18 Seconds	Additional 6 Seconds
\$0 - \$900	\$.05	\$.01
\$901+	\$.05	\$.01

A recurring monthly charge of \$5.00 is billed for each inbound "800" number with monthly billing volume total of less than \$100.00.

A \$.68 surcharge will apply to all calls initiated from a pay telephone.

4 RATES AND CHARGES (Cont'd)**4.2 Service Charges (Cont'd)****4.2.2 Dedicated Access Services**

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$2,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access price lists.

**A. McGraw Dial
One Service**

Monthly Billing Volume	Initial 18 Seconds	Additional 6 Seconds
\$2,000 - \$5,000	\$.02	\$.006
\$5,001+	\$.02	\$.006

4 RATES AND CHARGES (Cont'd)**4.2 Service Charges (Cont'd)****4.2.2 Dedicated Access Services (Cont'd)****B McGraw 800 Service**

Monthly Billing Volume	Initial 18 Seconds	Additional 6 Seconds
\$2,000 - \$5,000	\$.02	\$.006
\$5,001+	\$.02	\$.006

A recurring monthly charge of \$10.00 is billed for each inbound "800" number.

A \$.68 surcharge will apply to all calls initiated from a pay telephone.

4 RATES AND CHARGES (Cont'd)**4.2 Service Charges (Cont'd)****4.2.3 McGraw Calling Card Service**

Calling card interstate charges are billed in sixty (60) second increments. A sixty (60) second initial billing minimum is applicable on each calling card call.

Monthly Billing Volume	Per-call Surcharge	Per-60 Second Rate
\$0 - \$100	\$.50	\$.15
\$101 - \$250	\$.50	\$.15
\$251 - \$400	\$.50	\$.13
\$401 - \$1,000	\$.50	\$.11
\$1,001+	\$.50	\$.099

All accounts with a monthly billing volume total of less than \$100.00 will be assessed an additional \$5.00 charge.

A \$.25 surcharge will apply to all calls initiated from a pay telephone.

4 RATES AND CHARGES (Cont'd)

4.2 Service Charges (Cont'd)

4.2.4 Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212". Up to two requests may be made on each call to directory assistance. Residential customers are entitled to six (6) free directory assistance calls per monthly billing cycle, and persons unable to use a telephone directory are entitled to an unlimited number of free directory assistance calls per monthly billing cycle. The following charge will apply to all other calls made to directory assistance per month:

Directory Assistance, per call \$1.25

4.2.6 Individual Case Basis (ICB) Arrangements

The price list may specify "ICB pricing" for a service. The Company may or may not have an equivalent service in the price list for which there is a price listed rate, and the quoted ICB rates may be different than the price listed rates. All customers have non-discriminatory access to requesting the service under an ICB rate.

Exhibit A-4

McGraw Business Services Price List

Price List Schedule Applicable to

Local Business Services

Furnished by

McGraw Communications, Inc.

Between Points Within the State of Ohio

PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. Check Sheets** - When a price list change is made, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

Issue Date:

Issued By:

Francis X. Ahearn, President
McGraw Communications, Inc.
228 East 45th Street
New York, New York 10017

Effective Date:

CHECK SHEET

Sheets 1 through 48 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original		
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Issue Date:

Issued By:

Francis X. Ahearn, President
McGraw Communications, Inc.
228 East 45th Street
New York, New York 10017

Effective Date:

1. GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Price List

- 1.2.1 This price list governs the Carrier's services that originate and terminate in Ohio. Specific services and rates are described elsewhere in this price list.
- 1.2.2 The Company's services are available to residential and business customers.
- 1.2.3 The Company's service territory is statewide.

1. GENERAL (Cont'd)

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to McGraw Communications, Inc.

1.3.2 "Commission" means the Public Service Commission of Ohio.

1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this price list.

1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

This price list sets forth the service offerings, rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by McGraw Communications, Inc. between various locations within the State of Ohio.

The Company undertakes to furnish resold intrastate common carrier telecommunications services pursuant to the terms of this price list in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State of Ohio.

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

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this price list;
- 2.2.1.2 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.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 The customer shall be responsible for: (Cont'd)

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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 prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 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. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, 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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities 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.

2.2.4 The Company's services (as detailed in this price list) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.

2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.5 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 this price list for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.6 Service at Outdoor Locations

- 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

- 2.3.7.1 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.8 Limitation of Liability

- 2.3.8.1 Nothing in this price list shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period:

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies.

- (a) The total costs of installing and removing such facilities; or
- (b) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this price list plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this price list.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Ohio Regulations 20.30.01. as amended from time to time.

2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

2.6.2.1 Was a customer of a Ohio utility for at least 12 months within the preceding 2 years;

2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Ohio;

2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and

2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Ohio Regulations 20.30.02. as amended from time to time.

2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:

2.6.4.1 Was a customer of a Ohio utility within the preceding 2 years;

2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Ohio;

2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.4 (Cont'd)

2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and

2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.

2.6.6 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

2. RULES AND REGULATIONS (Cont'd)

2.7 Late Payment Charges

- 2.7.1 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not within 15 days of the billing invoice date in the case of all non-residential customers.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month.

2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Public Utilities Commission of Ohio
Attn: IAD
180 E. Broad Street
Columbus, Ohio 43215-3793

2.8.3 The Company provides the following toll free number 1-866-246-8862 for customers to contact the carrier.

2.8.4 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by the Company.

2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service (Cont'd)

2.9.2 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.9.3 For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.9.4 The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00 (twenty-five dollars).

2.12 Directory Assistance Call Allowance

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this price list, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.15.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.2 Denial of Service Requiring Notice

The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1 Non-compliance with Regulations. For violation of or non-compliance with regulations of the Commission.

2.14.2.2 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities.

2.14.2.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

2.14.2.4 Non-payment of Bill.

2.14.2.5 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.6 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.14.2.7 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.8 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.2 Denial of Service Requiring Notice (Cont'd)

2.14.2.9 Failure to Comply with Municipal Ordinances.
For failure to comply with municipal ordinances
or other laws pertaining to telephone service.

2.14.2.10 Failure to Pay Increased Deposit Required.
For failure of the customer to pay an increased
security deposit when warranted by the
Company to protect its revenue in accordance
with Code of Ohio Regulations 20.45.04.

2.14.3 Insufficient Reasons for Denial of Service

The following may not constitute cause for refusal of service
to a present or prospective customer:

2.14.3.1 Failure of a prior customer to pay for service at
the premises to be serviced;

2.14.3.2 Failure to pay for a different class of service for
a different entity;

2.14.3.3 Failure to pay the bill of another customer as
guarantor of that bill;

2.14.3.4 Failure to pay directory advertising charges;

2.14.3.5 Failure to pay an undercharge as described in
The Code of Ohio Regulations
20.45.04.01.D.(2); or

Issue Date:

Effective Date:

Issued By: Francis X. Ahearn, President
McGraw Communications, Inc.
228 East 45th Street

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service: (Cont'd)

2.14.3 Insufficient Reasons for Denial of Service (Cont'd)

2.14.3.6 Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.7 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.8 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.9 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

This regulation applies to both residential and nonresidential classes of service.

2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2. RULES AND REGULATIONS (Cont'd)

2.17 Telephone Solicitation by Use of Recorded Messages

- 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

- 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

- 2.19.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3. DESCRIPTION OF SERVICES

3.1 Local Exchange Services

The following sections set forth the rules and regulations governing the application of rates for Local Exchange Services.

3.1.1. Classes of Service

The Company will offer business service to Customers with four or more lines.

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing is such as to indicate business use. Business rates apply, but are not limited to:

Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, public or private institutions, churches, synagogues, mosques and all other establishments of a strictly business nature.

Any location where business designation is provided or when a title indicating a trade, occupation or profession is listed.

Service terminating solely on the answering service facilities of a telephone answering firm.

At residential locations where the Customer has no regular business telephone service and the use of the service by the Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

3.1.2 Service Components

Service is comprised of four components:

Non-Recurring Connection Charge
Monthly Network Access Line Rates
Monthly Usage Charges
Activation Fee

3. DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.3 Business Access Lines

The type of service that applies to unassisted business (Customer calling) is Measured (Per Call Rate Service). The term "Per Call Rate Service" denotes service for which charges are made according to a measured amount of usage. Rates include an access line charge and usage charges.

3.1.4 Measured Rate Service

Measured rate service is a classification of Local Exchange Service in which local exchange is measured in terms of distance for the purpose of charging for the service.

3.1.5 PBX Service

Private Branch Exchange (PBX) Trunk rates apply for local exchange lines connecting in PBX common equipment and in multifunction systems where the lines are used as pooled facilities, dial or button access and used in connection with direct group calling features.

3. DESCRIPTION OF SERVICES (CONT'D)

3.2. DS1 1.544 Mbps Digital Service - General3.2.1 Availability

Served direct intraexchange channels are not available.

3.2.1 Description

DS1 service is provided on a two point basis only between the following locations.

Customer designated premises.
A customer designated premises and a Company
designated central office.
Company designated central offices.

DS1 service is provided only where facilities are available and is subject to the technical limitations of the digital equipment used by the Company as set forth in the PUB 62411 and TR-NPL-000054.

DS1 service consists of two point digital channels and equipment which provide for simultaneous two-way transmission of serial, bipolar, return to zero, digital signals at a transmission speed of 1.544 Mbps.

DS1 service is designed to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24 hour period.

DS1 service is furnished on a full-time basis, 24 hours a day, seven days a week.

Central Office (CO) multiplexing may be provided from suitably equipped multiplexing hubs. The customer is responsible for the assignment of individual channels within the multiplexer and for maintaining records of those assignments. Customer provided multiplexing equipment must confirm with the electrical requirements for channel units specified in PUB 43801 and CB 119.

3. DESCRIPTION OF SERVICES (CONT'D)

3.3 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company provided analog trunks or DS1s. DID service transmits the dialed digits for all incoming calls allowing the customer's Private Branch Exchange (PBX) to route incoming calls directly to individual stations that correspond to an individual number. Charges for DID capability and DID number blocks apply in addition to charges specified for Analog trunks or DS1s.

3.4 ISDN PRI Service

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

The PRI arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels, which are defined as follows:

3. DESCRIPTION OF SERVICES (CONT'D)

3.5 Service Features

3.5.1 Line Features

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10- digit number.

Call Forward Don't Answer – Delayed Answer Forwarding. This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

Call Forward Variable - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

Call Hold – This feature allows callers to be put on hold.

Call Repeat - This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

Call Return – This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

Call Transfer – This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

Call Waiting – This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold

and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials *70 for making modem calls.

3. DESCRIPTION OF SERVICES (CONT'D)

3.5 Service Features (Cont'd)

3.5.1 Line Features (Cont'd)

Caller Number Delivery – This feature allows the customer to see the originating number of an incoming call.

Direct Inward and Outward Dialing – This is a standard feature of the system. This feature allows the user to make any 3, 7 or 10 digit call and international call, or receive calls from other system users.

Hunting – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

Touch Tone – Dual Tone Multi-frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

Speed Dial – This feature will allow a customer to use abbreviated codes to dial frequently called numbers. Repertories of six and twenty-five will be offered.

Three Way Calling -- This feature will allow a customer involved in an existing 2- way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

Direct Inward Dialing – This feature is a one-way trunk for incoming calls only.

Direct Outward Dialing – This feature is a one-way trunk for out going calls only.

Two-Way Trunk – This feature is will allow both incoming and outgoing calls on a first come, first served basis, to the limit of channels associated with this trunk type.

Hunting – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

3. DESCRIPTION OF SERVICES (CONT'D)

3.6 Directory Listing

3.6.1 Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

3.6.2 Directory Listings are provided in connection with each customer service as specified herein.

3.6.3 The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.

3.6.4 Listings must conform to the Telephone Company's specifications with respect to its directories.

3.6.5 The Telephone 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. Where more than one line is required to properly list the customer, no additional charge is made.

3.6.6 The Telephone Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Telephone Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is 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 Telephone Company, upon notification to the customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

3. DESCRIPTION OF SERVICES (CONT'D)

3.6 Directory Listing (Cont'd)

3.6.7 Nonlisted or Nonpublished Telephone Service furnished to a customer with other listed, nonlisted or nonpublished service in the same directory area.

3.6.8 Nonlisted or Nonpublished Telephone Service associated with Mobile Telephone Service, Pay Telephone Lines and Network Controlled Lines.

3.6.9 Nonlisted or Nonpublished Telephone Service associated with dependent telephone numbers of a Distinctive Ring Custom Calling Service.

3.7 Remote Call Forwarding

This service allows customers who are away from the customer premises to route incoming calls to a distant location.

3.8 Promotional Offerings

The Company may offer existing services on a promotional basis, subject to Department approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Department approval.

3.9 Individual Case Basis (ICB) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Department rules for such arrangements.

SECTION 4 - DESCRIPTION OF RATES AND CHARGES

4.1 Local Exchange Voice Service

Each exchange or zone is assigned three rate classes for the application of exchange service rates. The Customer will be charged applicable recurring, nonrecurring, and usage charges as specified below.

4.1.1.1 Non-Recurring Service Installation Charges

4.1.1.1 Conversion Charge

This charge is applied to existing Local Exchange Company lines converted to the Company's Service.

Per Line: \$ 5.00

4.1.1.2 New Line Installation Charge

This charge is applied to initial new line installations on each order for service. A separate charge will be applied to each new line installed as part of the same order for service.

Initial Installation, per line (establishing service or moving to another premises):

Non-recurring charge: \$ 93.02

Initial Installation, per line (other charges)

Non-recurring charge: \$ 93.02

SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

4.1.2 Local Access and Usage Charges

Per Minute Local Usage Charges are rounded to the next higher three-tenths minute and are subject to a minimum billing of one-tenth minute per call.

The rates shown herein entitle the Customer to local messages to all telephones bearing the designation of any central office of the exchanges or zones included as specified in the associated local service area or extended calling area.

Charges for monthly usage options apply in addition to the charges for dial tone lines.

Dial tone lines are available with either basic message rate service, basic measured rate service, or an unlimited monthly usage option, except as otherwise specified in this tariff.

Basic message rate and measured rate services provide for charging on a per-call basis on calls to the local service area with no usage allowance concluded in the monthly rates. Charges per call are as specified in tariff following:

Individual Line

Dial tone line \$13.00

Usage Charges

Customers can purchase basic local service for a fee consistent with the rates below.

1st Minute \$.027

Additional Minute \$.017

SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

4.2 PBX Interconnect Service

	<u>Monthly Charges</u>	<u>Non-Recurring Charges</u>
Message PBX Trunk, first	\$11.31	\$83.25
Message PBX Trunk, additional	\$11.31	\$83.25

4.3 Direct Inward Dialing Service (DID)

	<u>Monthly Charges</u>	<u>Non-Recurring Charges</u>
Per trunk equipped	\$89.77	\$93.02
Per 100 Number Group (or Fraction thereof)	\$1.06	

SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

4.4	<u>DS1 Service</u>		<u>Monthly Charges</u>	<u>Non-Recurring Charges</u>
		DS1 – PBX Service	\$650.00	\$300.00
		DS1 – Transport Service		
		Per link	\$1000.00	\$105.40
		Per mile	60.00	
4.5	<u>ISDN PRI</u>		<u>Monthly Charges</u>	<u>Non-Recurring Charges</u>
		Message In PRI	\$650.00	\$1500.00
		Caller ID	\$130.00	\$52.00
4.6	<u>A La Carte Features</u>	<u>Monthly Charge (PRI/DS1)</u>		
		Call Forward	\$5.09	
		Call Forward Busy Line	\$2.75	
		Call Forward Don't Answer	\$2.75	
		Call Forward Busy Line/Don't Answer	\$4.00	
		Three Way Calling	\$5.09	
		Speed Call 30	\$6.21	
		Call Waiting	\$5.40	
4.7	<u>Directory Listing</u>		<u>Monthly Charge</u>	
		Business, each	\$1.81	
		Nonlisted Telephone Service	\$1.90	
		Nonpublished Telephone Service	\$1.19	

SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

4.8 Move, Add, Change and Disconnect ChargesNon-Recurring

Move or Add, per Line or Analog Trunk	\$25.00
Move or Add, per DS1	\$150.00
Telephone Number Change, per Line, Trunk or DS1	\$150.00
Temporary Suspension Charge, per Line, Trunk or DS1	\$150.00
Restoration of Service, per Line, Trunk or DS1	\$150.00
Billing Name Change, per account	\$75.00
Customer initiated Order Change	\$50.00
Change in Class or Grade of Service Charge	\$50.00

4.9 Maintenance Visit Service

Service will be provisioned via available services from the incumbent local exchange carrier (AT&T-Ohio or Verizon). Rates will mirror the AT&T-Ohio or Verizon tariff, as applicable.

EXHIBIT B

DESCRIPTION OF SERVICES

Exhibit B-1

How Service Provisioned

McGraw Communications, Inc. will provision telecommunication services through a combination of facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") operating in Ohio. Initially, toll services will be provided via McGraw's underlying long distance carrier. McGraw's end users will be connected to McGraw's service initially through the facilities of other certificated carriers, such as using the ILEC's local loop or similar facilities. McGraw anticipates leasing network element loops in conjunction with providing its own switching and transportation capabilities. McGraw will have a Local Point of Presence in each Ohio LATA in which it provides services.

Exhibit B-2

Description of Proposed Services

McGraw intends to provide facilities-based and resold local exchange telecommunications services, including multi-line (4 or more lines) basic business local exchange services and various ancillary services such as custom calling features. McGraw also intends to provide competitive access services, high-capacity telecommunications services, including private line, transport, and long-distance services for enterprise customers and carriers and other network providers. McGraw will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in Ohio. While McGraw may offer traditional voice services to customers utilizing the public switched network, it may also offer services using Internet Protocol to provide voice and data applications that interact seamlessly with the traditional public switched network. McGraw will continuously monitor and maintain a high level of control over its network on a 24x7 basis.

Exhibit B-3

Statement about Provision of CTS Services

McGraw currently has authority to provide CTS in Ohio pursuant to Certificate No. 90-6101. The services that McGraw provides will include high-capacity interexchange telecommunications services as well as interexchange private line, transport, and long-distance services for medium and large business and enterprise customers.

Exhibit B-4

Description of Proposed Market Area

McGraw initially plans to operate in the service areas of AT&T Ohio and Verizon North. Ultimately, McGraw plans to provide local exchange service in all areas in Ohio currently serviced by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. A list of McGraw's initial Proposed Market Areas are provided in Exhibit G-5.

Exhibit B-5

Explanation of How Proposed Market Area is in Public Interest

McGraw's proposed services in the proposed market areas will provide multiple public benefits by providing users of telecommunications services with a greater range of competitive choices. In addition, the increase in competition among carriers will create incentives for lower prices, more innovative services, and more responsive customer service. Enhanced local exchange services competition also will stimulate the demand for the services supplied by all local service carriers, including the incumbent carriers. The incumbent carriers will have market incentives to improve the efficiency of their operations, and will benefit from the increased use of telecommunications services, due to the expansion of the total market for telecommunications services. Furthermore, increased competition will drive telecommunications prices down, which benefits Ohio consumers who will see concomitant reductions in their bills, which in turn will ultimately strengthen the Ohio economy.

Exhibit B-6

Description of Class of Customers Served

McGraw's primary focus is to provide service to business and enterprise customers with four or more lines. McGraw does not plan to serve residential customers.

EXHIBIT C

BUSINESS REQUIREMENTS

Exhibit C-1

Registration with Ohio Department of Taxation

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647
WWW.SWIDLAW.COM

NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174
TEL (212) 973-0111
FAX (212) 891-9598

November 15, 2002

Mr. Lou Spisak
Ohio Department of Taxation
c/o Public Utilities Section, 21st Floor
30 East Broad Street
Columbus, Ohio 43266-0420

Re: McGraw Communications, Inc.

Dear Mr. Spisak:

On behalf of McGraw Communications, Inc. ("McGraw"), this letter is to formally notify the Ohio Department of Taxation of McGraw's intent to conduct operations as a telephone utility in the State of Ohio. Questions concerning the ongoing operations of McGraw following certification should be directed and to:

Francis X. Ahearn
McGraw Communications, Inc.
228 East 45th Street
New York, NY 10017
(212) 661-5555 (Tel)
(212) 843-0437 (Fax)

Should you have any questions concerning this notification, please do not hesitate to contact the undersigned (202) 424-7705.

Very truly yours,



Harry N. Malone
Counsel for McGraw Communications, Inc.

Exhibit C-2

Good Standing Certificate

**United States of America
State of Ohio
Office of the Secretary of State**

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show MCGRAW COMMUNICATIONS, INC., a New York corporation, having qualified to do business within the State of Ohio on June 14, 2002 under License No. 1324196 is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 12th day of November, A.D. 2009*

A handwritten signature in black ink, appearing to read "Jennifer Brunner", written in a cursive style.

Ohio Secretary of State

Validation Number: V2009316N1BEA3

EXHIBIT D

**DOCUMENTATION ATTESTING TO
APPLICANT'S FINANCIAL VIABILITY**

Exhibit D-1

Executive Summary of Financial Condition, Liquidity, and Capital Resources

McGraw is well-qualified financially to operate within the State of Ohio. As outlined in more detail in Exhibits D-2 and D-3, McGraw has demonstrated that it possesses the requisite financial, technical, and managerial resources and abilities to provide all forms of resold and facilities-based local exchange telecommunications service. In addition, the management team of McGraw has extensive experience in providing telecommunications services and has, by its successful operation in other states, demonstrated its ability to provide high-quality, reliable and reasonably-priced services.

Exhibit D-2

Financial Statements

Attached are McGraw's pro forma financial reports for September 2009. Also attached are McGraw's CPA-reviewed financial reports for June 2009. (As a private company with no long-term debt, it is not the usual practice for McGraw to produce audited financial reports.)

As shown in the attached information, McGraw is financially qualified to operate within the State of Ohio.

Please note that the financial information is confidential and is being provided subject to a Motion for Protective Order.

Exhibit D-3

Documentation to support cash and funding sources

Please see financial information contained in Exhibit D-2.

EXHIBIT E

**DOCUMENTATION REGARDING
MANAGERIAL ABILITY AND CORPORATE STRUCTURE**

Exhibit E-1

Technical and Managerial Expertise

Francis X. Ahearn **Chief Executive Officer**

As CEO of McGraw Communications, Mr. Ahearn oversees all aspects of carrier negotiations and network design. Frank co-founded McGraw in 1996 to pursue opportunities for voice and data growth in the small to medium business market. He has contributed to the success of the company by managing many aspects of the business including billing and finance. Frank now focuses on carrier evaluations and development of new voice and data products that deliver optimal performance.

Prior to McGraw, Frank Ahearn co-founded IMS Partner in 1986, a computer consulting company based in NY. In 1990, he began his career at Centex Telemanagement as a New York Sales Manager. In 1992 Frank co-founded Business Communications Management (BCM). In 1996 he co-founded McGraw Communications. He now services on the Board of Directors for both companies.

Currently, Frank sits on the CompTel CEO Council and PAETEC's Reseller Advisory Board.

John Cunningham **President**

John Cunningham is one of the co-founders of McGraw Communications and currently is the President overseeing Sales and Marketing. He is responsible for the strategic planning, distribution strategy as well as revenue growth. His primary focus has been acquiring and retaining customers profitably in the 45 states that McGraw serves.

John began his career as a sales manager for Centex Telemanagement, serving as its youngest branch manager. At different times, he managed offices in New York, New Jersey, Philadelphia, Massachusetts, Washington, D.C. and Baltimore.

John serves on the Board of Directors for McGraw Communications and Business Communications Management. In addition, John is on the Qwest Advisory Board and has served on the Level 3 Wholesale Advisory Council.

Jay Monaghan **Chief Service Officer**

Jay Monaghan is one of the co-founders of McGraw Communications and presently serves as the Chief Service Officer. Jay has successfully managed Client Services including all aspects of the customer experience – Customer Care, Provisioning, Retention. Jay created the McGraw experience by developing personalized, high quality service to all Customers

and Channel Partners. Jay has extensive Sales Management and Client Services experience from his career at Centex Telemanagement.

Exhibit E-2

Officers and Directors

The officers and directors of McGraw are as follows:

Francis X. Ahearn, Chief Executive Officer
John Cunningham, President
Jay Monaghan, Chief Service Officer

All officers and directors can be reached at McGraw's principle place of business:

McGraw Communications, Inc.
228 E. 45th Street
New York, NY 10017

Exhibit E-3

Corporate Structure and Ownership

McGraw is a privately-held New York corporation, headquartered in New York. There are no parent or subsidiary entities.

Exhibit E-4

Similar Operations in Other States

McGraw has obtained authority to provide competitive local exchange services in the following states:

California
Colorado
Connecticut
District of Columbia
Florida
Georgia
Illinois
Indiana
Massachusetts
Maryland
Maine
Michigan
Minnesota
North Carolina
New Hampshire
New Jersey
Nevada
New York
Oregon
Pennsylvania
Rhode island
Texas
Virginia
Washington

Exhibit E-5

Verification Records Maintained in Accordance with GAAP

McGraw will maintain its local telephone account records separate and apart from any other account records in accordance with GAAP.

Exhibit E-6

Compliance with Affiliate Transaction Requirements

McGraw is not affiliated with any ILEC. To the extent McGraw become affiliated with an ILEC in the future, McGraw agrees it will comply with all affiliate transaction requirements within the State of Ohio.

EXHIBIT F

PROPOSED INTERACTIONS WITH OTHER CARRIERS

Exhibit F-1

Rate Derivation

McGraw will derive its rates from interconnection agreements, wholesale agreements, resale and other tariffs, and analysis of the costs of its own equipment.

Exhibit F-2

Explanation of Service Areas With Approved Interconnection or Resale Agreement

McGraw currently has an interconnection agreement with Verizon North, on file with the Commission in Docket No. 08-749-TP-NAG. A copy of the date-stamped Application Form is attached.

NC

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FILE

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

08-749-TP-NAG

In the Matter of the Application of Verizon North Inc. f/n/a)
GTE North Incorporate for the Review of an Agreement)
Pursuant to Section 252 of the Telecommunications Act of)
1996)

TRF Docket No. - -TP-
Case No. 08-749TP-NAG
NOTE: Unless you have reserved a Case # or are filing a Contract,
leave the "Case No" fields BLANK.

Name of Registrant(s) Verizon North Inc.
DBA(s) of Registrant(s) Verizon North Inc.
Address of Registrant(s) 1300 Columbus-Sandusky Rd. N. Marion, OH 43302

Company Web Address www.verizon.com
Regulatory Contact Person(s) Cassandra Cole
Regulatory Contact Person's Email Address Cassandra.cole@verizon.com

Phone 740-383-0490 Fax-740-383-0491

Contact Person for Annual Report Cassandra Cole

Phone 740-383-0490

Address (if different from above)

Consumer Contact Information Cassandra Cole

Phone 740-383-0490

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 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.

Section I – Part II – Certificate Status and Procedural

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
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)		
Tier 2 Regulatory Treatment				
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 Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician SM Date Processed 6/20/08

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input 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)
Procedural				
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 checked="" 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)		
CMRS Providers See <u>4901:1-6-15</u>	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (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, Verizon North 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 (Date) 6/19/08 at (Location) Marion, Ohio

*(Signature and Title)

Cassandra Cole Dir (Date) 6/19/08

- 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, William Keating, 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.

*(Signature and Title)

William Keating Attorney

(Date)

6/19/08

*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

Exhibit F-3

**Notarized Affidavit Accompanied By Bona Fide Letters
Requesting Negotiation, Proposed Timeline For
Construction, Interconnection, and Offering of Service To End Users.**

McGraw is currently negotiating an interconnection agreement with AT&T-Ohio. A copy of the Bona Fide Request Letter and Affidavit are provided.

In the future McGraw may seek to negotiate interconnection agreements with United Telephone d/b/a Embarq and Cincinnati Bell.

McGraw intends to offer local service within the State of Ohio within sixty (60) days of certification by this Commission.

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	4588
DESTINATION TEL #	918004044548
DESTINATION ID	
ST. TIME	11/25 11:27
TIME USE	01'24
PAGES SENT	7
RESULT	OK

MCGRAW COMMUNICATIONS, INC.
228 EAST 45TH STREET, 12TH FLOOR
NEW YORK, NY 10017

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Contract Management	Mike O'Neill
COMPANY:	DATE:
AT&T	11/25/2009
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
800-404-4548	7
PHONE NUMBER:	SENDER'S TELEPHONE NUMBER:
	212-849-2328

RE: Request to Initiate Negotiations

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

MCGRAW COMMUNICATIONS, INC.

228 EAST 45TH STREET, 12TH FLOOR

NEW YORK, NY 10017

FACSIMILE TRANSMITTAL SHEET

TO:
Contract Management

FROM:
Mike O'Neill

COMPANY:
AT&T

DATE:
11/25/2009

FAX NUMBER:
800-404-4548

TOTAL NO. OF PAGES INCLUDING COVER:
7

PHONE NUMBER:

SENDER'S TELEPHONE NUMBER:
212-849-2328

RE: Request to Initiate Negotiations

☐ URGENT

☒ FOR REVIEW

☐ PLEASE COMMENT

☐ PLEASE REPLY

☐ PLEASE RECYCLE

NOTES/COMMENTS:

TO: Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

11/25 /, 2009

RE: Request to Initiate Negotiations

Director – Interconnection Agreements:

Pursuant to Sections 251 & 252 of the Telecommunications Act of 1996, McBraw Communications, Inc. ("Carrier") desires to begin the negotiations process to reach a mutually acceptable

- ☒ Local Interconnection (includes Resale provisions) Agreement
☐ Resale (only) Agreement
☐ Commercial Agreement Type: _____
☐ Cellular/PCS (Wireless) Agreement
☐ Paging Interconnection Agreement
☐ Paging Facilities Agreement
☐ ILEC/OE-LEC Agreement Type: _____
☐ Other _____

with AT&T in the state(s) of (check all that apply) ☐ Alabama ☐ Arkansas ☐ California ☐ Connecticut
☐ Florida ☐ Georgia ☐ Illinois ☐ Indiana ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Michigan
☐ Mississippi ☐ Missouri ☐ Nevada ☐ North Carolina ☒ Ohio ☐ Oklahoma ☐ South Carolina
☐ Tennessee ☐ Tennessee ☐ Texas and/or ☐ Wisconsin.

Fill in the **required** information below. *

Carrier's information:

CARRIER NOTICE CONTACT INFO*	
NAME	Mike O'Neill
TITLE	Carrier Relations Director
STREET ADDRESS	228 East 45 th St.
ROOM OR SUITE	Floor 12
CITY, STATE, ZIP CODE	New York, NY 10017
E-MAIL ADDRESS	monell@mcgraw.com.net
TELEPHONE NUMBER	212-849-2328
FACSIMILE NUMBER	212-845-0452
STATE OF INCORPORATION	New York

Attorney's information: (if applicable)

	CARRIER NOTICE CONTACT INFO*
ATTORNEY NAME	Harry Malone
NAME OF FIRM	Devine, Millimet & Branch
STREET ADDRESS	111 Amherst Street
ROOM OR SUITE	#
CITY, STATE, ZIP CODE	Manchester, NH 03101
E-MAIL ADDRESS	hmalone@devinemillimet.com
TELEPHONE NUMBER	603-695-8532
FACSIMILE NUMBER	

Is a signature-ready copy of the 22-State Agreement desired? ☒ Yes ☐ No

If yes, Interconnection, request MUST include ISP option – All Traffic or ISP-bound Traffic only. If no option is indicated, the Agreement will default to the ISP-bound Traffic Only option. (AT&T 22-St Interconnection Agreement may be viewed at <https://clec.att.com/clec/shell.cfm?section=115>.)

If 22-State: ISP option: ☐ All Traffic ☐ ISP-bound Traffic only

Enclose **proof of certification** for **each state requested**.

Enclose **documentation from Telcordia** as confirmation of ACNA.

Enclose **documentation from NECA** as confirmation of OCN(s).

Enclose **verification** of type of entity and registration with Secretary of State.

Form completed and submitted by:

Mike O'Neill

Contact number:

212-849-2328

AT&T will formally reply in writing to this request.

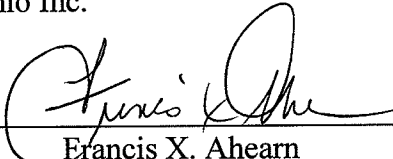
* NOTE: All requested information is required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

STATE OF NEW YORK
COUNTY OF NEW YORK

§
§
§

AFFIDAVIT

I, Francis X. Ahearn, state that I am the Chief Executive Office of McGraw Communications, Inc.; that I am authorized to make this Affidavit on behalf of the Company; and that McGraw Communications, Inc. has requested negotiations to establish interconnection, transport and termination agreements in Ohio with AT&T-Ohio Inc.


_____*
Francis X. Ahearn
McGraw Communications, Inc.

Sworn and subscribed before me this 30th day of November, 2009



Notary Public

My commission expires 9/26/13

ROBERT D. ZENIE
Notary Public, State of New York
No. 01ZE6134125
Qualified in Suffolk County
Commission Expires 09/26/2013



EXHIBIT G

PROPOSED INTERACTIONS WITH CUSTOMERS

Exhibit G-1

**Explanation of Whether Applicant Intends to Provide Local Services
Which Require Payment in Advance of Customer Receiving Dial Tone**

McGraw does not intend to provide local services which require payment in advance of customer receiving dial tone.

Exhibit G-2

Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone

Not Applicable. McGraw does not intend to provide local services which require payment in advance of customer receiving dial tone.

Exhibit G-3

Sample Bill and Disconnection Notice



Get on with your business.

P.O. Box 36204, Newark, NJ 07188-0001

Address Service Requested

Remittance Section

Customer Name:
Account Number:
Invoice Number:
Past Due Balance: 0.00
Total New Charges: 3,550.36
Due Date: 11/27/2009
Total Amount Due: \$3,550.36
Amount Paid: \$

Please put your account number on your check and make payable to McGraw Communications, Inc.

!071880001041!

McGraw Communications
P.O. Box 36204
Newark, NJ 07188-0001

000000000017302035503656

Please detach and return portion above with your payment

Summary of Charges

Balance Information

Previous Balance	3,580.30
Payments Received - Thank You	-3,580.30

Past Due Balance \$0.00

New Charges

New Usage Charges	180.94
Monthly Service Charges	2,803.17
Taxes, Regulatory & Other Fees	566.25

Total New Charges \$3,550.36

Total Amount Due \$3,550.36

Due Date 11/27/2009



Get on with your business.

Account Number:
Statement Date: 11/01/2009

Important Messages

Customer Referral Program

Earn a credit towards your invoices for referring customers to McGraw! First customer referral earns \$500, second customer referral earns \$750, and third customer referral earns \$1000 of credit. Contact Sales Director Frank Wassenbergh on 212.849.2324 for details. Some restrictions may apply.

Thank you for choosing McGraw Communications!

We offer a wide variety of voice & data services to meet all of your business communications needs including: Local & Long Distance Calling, Toll Free, Private Lines, ISDN PRI, T-1, Frame Relay, VoIP, Internet, and Audio & Video Conferencing. And now we also offer MPLS and Ethernet services.

NOTICE OF RATE INCREASE:

As previously noted, due to continued rate increases in ILEC tariff prices, McGraw is raising associated charges for some business lines, features, non-recurring charges, usage, and calling plans. Please call your account manager or our Customer Service number at 888.543.2000 if you have any questions.

Have Comments or Questions or Need Help?

Reach us on the web at: www.mcgrawcom.net. Or call our 24 Hour Customer Service & Repair number: 888.543.2000. For Billing Inquires 9AM to 5PM weekdays call 888.518.2300.

For questions about your bill or service,
please call **888-518-2300**



Get on with your business.

Account Name

Account Number:

Bill Date
11/01/2009

Detail of New Charges

New Usage Charges	Calls	Minutes	Amount
POTS Service			
Domestic 1+ Intralata	62	31.0	3.10
Total POTS Service			3.10
POTS Service			
Domestic 1+ Interstate	31	62.9	3.24
Domestic 1+ Intrastate	4	6.2	0.50
Local NY - Home Region	313	1,005.0	26.13
Total POTS Service			29.87
Total New Usage			\$32.97

Monthly Recurring Charges

FCC Subscriber Line Charge	11/01/2009	11/30/2009	96.96
Inside Wiring Maintenance Plan	11/01/2009	11/30/2009	24.00
Internet DSL	11/01/2009	11/30/2009	85.00
Local Number Portability Surch	11/01/2009	11/30/2009	2.76
Monthly Telephone Service	11/01/2009	11/30/2009	220.92
Paper Bill Service Charge	10/01/2009	10/31/2009	5.00
PIC Charge	11/01/2009	11/30/2009	55.90
Total Monthly Recurring Charges			\$490.54

Taxes, Regulatory & Other Fees

FCC Common Carrier Regulatory Fee	0.54
Federal Excise Tax	11.27
Federal Universal Service Fund Surcharge	19.54
Local Gross Receipts Surcharge	3.50
MTA Surcharge - Telecom Excise	2.62
Nassau County E-911 Surcharge	4.20
Nassau County State and Local Sales Tax	40.84
NY Telecommunications Excise Surcharge	11.24
Universal Carrier Charge	0.82
Total Taxes, Regulatory & Other Fees	\$94.57

Child Account Summary

Acct#	Name	Amount Due
		0.00
		293.46
		747.83
		123.11
		581.02
		0.00
		407.24
		361.94
		124.53
		0.00
		293.15

RETAIN THIS COPY FOR YOUR RECORDS



Get on with your business.

Account Name

Account Number:

Bill Date
11/01/2009

Call Detail

Call Detail - cont'd

	Date	Time	Min	Called #	Location	Cost
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
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57						
58						
59						
60						
61						
62						

62 Calls 31.0 For \$3.10

Call Detail

Local Usage Summary	Calls	Minutes	Amount
Local - NY - Home Region	75	262.00	6.60
Total	75	262.00	6.60

	Date	Time	Min	Called #	Location	Cost
1						0.03
2						0.20
3						0.07
4						0.07
5						0.03
6						0.03
7						0.11
8						0.03
9						0.05



April 10, 2007

Company name

Address

Address

Address

Past Due \$ enter amount

Account number: 11111

Dear Valued Customer,

Our records show that your McGraw Account has a past due balance. If Payment has been made, please call (888)518-2300 option #1 or email (enter email address) to confirm receipt. Please reference you company's name and account number when responding.

If you have overlooked this bill, please overnight your payment with a copy of this letter to:

228 East 45th Street, 12th floor
New York, NY 10017
Attn:

Failure to pay this amount before April 20, 2007, may result in a disruption of service. In order to reinstate service once it has been suspended you will be required to:

- Pay a \$500 reinstall charge (via certified check)
- Pay past due amount (via certified check)
- Pay a one (1) month deposit based on one month's average service. Payments to reinstall service must also be made via certified check.

Please note: Once service has been suspended, it may take up to 2 days for service to be restored.

As always, thank you for your prompt attention to this matter and for your continued business.

Sincerely,

Exhibit G-4

Customer Application to Establish Residential Service

Not applicable. McGraw does not intend to provide residential service.

Exhibit G-5

List of Ohio ILEC Exchanges the Applicant Intends to Serve

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

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

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCKTON	Conesville	X
AT&T Ohio	COSHOCKTON	Coshockton	X
AT&T Ohio	COSHOCKTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	Washington Court House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X
AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Corning	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X
AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutten	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X

AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	
Cincinnati Bell	BUTLER	Hamilton	
Cincinnati Bell	BUTLER	Reily	
Cincinnati Bell	BUTLER	Seven Mile	
Cincinnati Bell	BUTLER	Shandon	
Cincinnati Bell	CLERMONT	Bethel	
Cincinnati Bell	CLERMONT	Clermont	
Cincinnati Bell	CLERMONT	Little Miami	
Cincinnati Bell	CLERMONT	Newtownsville	
Cincinnati Bell	CLERMONT	Williamsburg	
Cincinnati Bell	HAMILTON	Cincinnati	
Cincinnati Bell	HAMILTON	Harrison	
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Germantown	MONTGOMERY	Germantown	
Glandorf	PUTNAM	Glandorf	
Kalida	PUTNAM	Kalida	

Little Miami	BROWN	Fayetteville
Little Miami	WARREN	Butler
McClure	HENRY	McClure
Middle Point Home	VAN WERT	Middle Point
Minford	SCIOTO	Minford
New Knoxville	AUGLAIZE	New Knoxville
Nova	ASHLAND	Nova
Nova	ASHLAND	Sullivan
Oakwood	PAULDING	Oakwood
Orwell	ASHTABULA	Colebrook
Orwell	ASHTABULA	Orwell
Orwell	ASHTABULA	Windsor
Orwell	HANCOCK	Mount Cory
Orwell	PUTNAM	Belmore
Orwell	PUTNAM	Gilboa
Orwell	PUTNAM	Leipsic
Orwell	PUTNAM	Pandora
Orwell	TRUMBULL	North Bloomfield
Ottoville Mutual	PUTNAM	Cloverdale
Ottoville Mutual	PUTNAM	Ottoville
Pattersonville	CARROLL	Pattersonville
Ridgeville	HENRY	Ridgeville Corners
Sherwood Mutual	DEFIANCE	Sherwood
Sycamore	SENECA	McCutcheonville
Sycamore	SENECA	Melmore
Sycamore	WYANDOT	Sycamore
Telephone Service Co	AUGLAIZE	Cridersville
Telephone Service Co	AUGLAIZE	Wapakoneta
United of Indiana	DARKE	Union City
United Telephone dba Embarq	ALLEN	Beaverdam
United Telephone dba Embarq	ALLEN	Bluffton
United Telephone dba Embarq	ALLEN	Cairo
United Telephone dba Embarq	ALLEN	Delphos
United Telephone dba Embarq	ALLEN	Elida
United Telephone dba Embarq	ALLEN	Gomer
United Telephone dba Embarq	ALLEN	Lafayette
United Telephone dba Embarq	ALLEN	Lima
United Telephone dba Embarq	ALLEN	Westminster
United Telephone dba Embarq	ASHTABULA	Andover
United Telephone dba Embarq	ASHTABULA	Jefferson
United Telephone dba Embarq	ASHTABULA	New Lyme
United Telephone dba Embarq	ATHENS	Glouster
United Telephone dba Embarq	AUGLAIZE	Waynesfield
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg
United Telephone dba Embarq	CHAMPAIGN	Rosewood
United Telephone dba Embarq	CRAWFORD	Bucyrus
United Telephone dba Embarq	CRAWFORD	Chatfield
United Telephone dba Embarq	CRAWFORD	Lykens
United Telephone dba Embarq	CRAWFORD	New Winchester
United Telephone dba Embarq	DARKE	Ansonia

United Telephone dba Embarq	DARKE	Arcanum
United Telephone dba Embarq	DARKE	Bradford
United Telephone dba Embarq	DARKE	Gettysburg
United Telephone dba Embarq	DARKE	Greenville
United Telephone dba Embarq	DARKE	Hollansburg
United Telephone dba Embarq	DARKE	New Madison
United Telephone dba Embarq	DARKE	Rosburg
United Telephone dba Embarq	DARKE	Versailles
United Telephone dba Embarq	DEFIANCE	Defiance
United Telephone dba Embarq	DEFIANCE	Jewell
United Telephone dba Embarq	DELAWARE	Sunbury
United Telephone dba Embarq	FULTON	Archbold
United Telephone dba Embarq	FULTON	Lyons
United Telephone dba Embarq	FULTON	Metamora
United Telephone dba Embarq	FULTON	Swanton
United Telephone dba Embarq	FULTON	Wauseon
United Telephone dba Embarq	HARDIN	Ada
United Telephone dba Embarq	HARDIN	Alger
United Telephone dba Embarq	HARDIN	Dunkirk
United Telephone dba Embarq	HARDIN	Mount Victory
United Telephone dba Embarq	HARDIN	Ridgeway
United Telephone dba Embarq	HENRY	Deshler
United Telephone dba Embarq	HENRY	Florida
United Telephone dba Embarq	HENRY	Gerald
United Telephone dba Embarq	HENRY	Grelton-Malinta
United Telephone dba Embarq	HENRY	Hamler
United Telephone dba Embarq	HENRY	Holgate
United Telephone dba Embarq	HENRY	Liberty Center
United Telephone dba Embarq	HENRY	Napoleon
United Telephone dba Embarq	HOLMES	Big Prairie
United Telephone dba Embarq	HOLMES	Glenmont
United Telephone dba Embarq	HOLMES	Holmesville
United Telephone dba Embarq	HOLMES	Killbuck
United Telephone dba Embarq	HOLMES	Millersburg
United Telephone dba Embarq	HOLMES	Nashville
United Telephone dba Embarq	KNOX	Centerburg
United Telephone dba Embarq	KNOX	Danville [KNO]
United Telephone dba Embarq	KNOX	Fredericktown
United Telephone dba Embarq	KNOX	Gambier
United Telephone dba Embarq	KNOX	Martinsburg
United Telephone dba Embarq	KNOX	Mount Vernon
United Telephone dba Embarq	LICKING	Alexandria
United Telephone dba Embarq	LICKING	Croton
United Telephone dba Embarq	LICKING	Hebron
United Telephone dba Embarq	LICKING	Johnstown
United Telephone dba Embarq	LICKING	Pataskala
United Telephone dba Embarq	LICKING	Utica-Homer
United Telephone dba Embarq	LOGAN	Belle Center
United Telephone dba Embarq	LOGAN	Bellefontaine
United Telephone dba Embarq	LOGAN	De Graff

United Telephone dba Embarq	LOGAN	East Liberty
United Telephone dba Embarq	LOGAN	Huntsville
United Telephone dba Embarq	LOGAN	Rushsylvania
United Telephone dba Embarq	LOGAN	Russells Point
United Telephone dba Embarq	LOGAN	West Liberty
United Telephone dba Embarq	LOGAN	West Mansfield
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey
United Telephone dba Embarq	LUCAS	Waterville
United Telephone dba Embarq	MAHONING	Berlin Center
United Telephone dba Embarq	MAHONING	Damascus
United Telephone dba Embarq	MAHONING	North Benton
United Telephone dba Embarq	MARION	Caledonia
United Telephone dba Embarq	MERCER	Rockford
United Telephone dba Embarq	MORGAN	Chesterhill
United Telephone dba Embarq	MORGAN	McConnelsville
United Telephone dba Embarq	MORGAN	Pennsville
United Telephone dba Embarq	MORGAN	Reinersville-Hackney
United Telephone dba Embarq	MORGAN	Stockport
United Telephone dba Embarq	MORROW	Cardington
United Telephone dba Embarq	MORROW	Chesterville
United Telephone dba Embarq	MORROW	Johnsville
United Telephone dba Embarq	MORROW	Marengo
United Telephone dba Embarq	MORROW	Mount Gilead
United Telephone dba Embarq	MUSKINGUM	Adamsville
United Telephone dba Embarq	MUSKINGUM	Fazeysburg
United Telephone dba Embarq	PERRY	Crooksville
United Telephone dba Embarq	PERRY	Junction City
United Telephone dba Embarq	PICKAWAY	Mount Sterling
United Telephone dba Embarq	PORTAGE	Lake Milton
United Telephone dba Embarq	PORTAGE	Wayland
United Telephone dba Embarq	PORTAGE	Windham
United Telephone dba Embarq	PREBLE	Camden
United Telephone dba Embarq	PREBLE	Eaton
United Telephone dba Embarq	PREBLE	Eldorado
United Telephone dba Embarq	PREBLE	New Paris
United Telephone dba Embarq	PREBLE	West Manchester
United Telephone dba Embarq	PUTNAM	Ottawa
United Telephone dba Embarq	RICHLAND	Adario
United Telephone dba Embarq	RICHLAND	Bellville
United Telephone dba Embarq	RICHLAND	Butler
United Telephone dba Embarq	RICHLAND	Lexington
United Telephone dba Embarq	RICHLAND	Lucas
United Telephone dba Embarq	RICHLAND	Mansfield
United Telephone dba Embarq	RICHLAND	Shelby
United Telephone dba Embarq	RICHLAND	Shiloh
United Telephone dba Embarq	SANDUSKY	Woodville
United Telephone dba Embarq	SENECA	Green Springs
United Telephone dba Embarq	SENECA	Old Fort
United Telephone dba Embarq	SHELBY	Anna
United Telephone dba Embarq	SHELBY	Botkins

Proposed Market Area (PMA) for
CLECs Provision of Local Service

United Telephone dba Embarq	SHELBY	Fort Loramie	
United Telephone dba Embarq	SHELBY	Jackson Center	
United Telephone dba Embarq	SHELBY	Sidney	
United Telephone dba Embarq	TRUMBULL	Bristolville	
United Telephone dba Embarq	TRUMBULL	Cortland	
United Telephone dba Embarq	TRUMBULL	Greene	
United Telephone dba Embarq	TRUMBULL	Hartford	
United Telephone dba Embarq	TRUMBULL	Johnston	
United Telephone dba Embarq	TRUMBULL	Kinsman	
United Telephone dba Embarq	TRUMBULL	Newton Falls	
United Telephone dba Embarq	TRUMBULL	Warren	
United Telephone dba Embarq	UNION	Byhalia	
United Telephone dba Embarq	UNION	Magnetic Springs	
United Telephone dba Embarq	UNION	Marysville	
United Telephone dba Embarq	UNION	Milford Center	
United Telephone dba Embarq	UNION	Raymond	
United Telephone dba Embarq	UNION	York Center	
United Telephone dba Embarq	VAN WERT	Van Wert	
United Telephone dba Embarq	VAN WERT	Venedocia	
United Telephone dba Embarq	WARREN	Lebanon	
United Telephone dba Embarq	WARREN	Mason	
United Telephone dba Embarq	WARREN	Morrow	
United Telephone dba Embarq	WARREN	South Lebanon	
United Telephone dba Embarq	WARREN	Waynesville	
United Telephone dba Embarq	WASHINGTON	Bartlett	
United Telephone dba Embarq	WAYNE	Apple Creek	
United Telephone dba Embarq	WAYNE	Fredericksburg	
United Telephone dba Embarq	WAYNE	Kidron	
United Telephone dba Embarq	WAYNE	Marshallville	
United Telephone dba Embarq	WAYNE	Orrville	
United Telephone dba Embarq	WAYNE	Rittman	
United Telephone dba Embarq	WAYNE	Shreve	
United Telephone dba Embarq	WAYNE	Smithville	
United Telephone dba Embarq	WAYNE	Sterling	
United Telephone dba Embarq	WAYNE	Wooster	
United Telephone dba Embarq	WILLIAMS	Stryker	
United Telephone dba Embarq	WOOD	Bloomdale	
United Telephone dba Embarq	WOOD	Cygnat	
United Telephone dba Embarq	WOOD	Luckey	
United Telephone dba Embarq	WOOD	Moline	
United Telephone dba Embarq	WOOD	Portage	
United Telephone dba Embarq	WOOD	Risingsun	
United Telephone dba Embarq	WOOD	Stony Ridge	
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
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

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratiot	
Windstream Ohio	LICKING	Hanover-Marne*	
Windstream Ohio	LICKING	Newark	
Windstream Ohio	LICKING	St. Louisville	

Windstream Ohio	LORAIN	Columbia Station
Windstream Ohio	LORAIN	Elyria
Windstream Ohio	MIAMI	Covington
Windstream Ohio	MIAMI	Pleasant Hill
Windstream Ohio	PAULDING	Paulding
Windstream Western Reserve	ASHTABULA	Ashtabula
Windstream Western Reserve	ASHTABULA	Austinburg
Windstream Western Reserve	ASHTABULA	Dorset
Windstream Western Reserve	ASHTABULA	Geneva
Windstream Western Reserve	ASHTABULA	Kingsville
Windstream Western Reserve	ASHTABULA	Pierpont
Windstream Western Reserve	ASHTABULA	Rock Creek
Windstream Western Reserve	ASHTABULA	Trumbull
Windstream Western Reserve	ATHENS	Coolville
Windstream Western Reserve	BELMONT	Centerville [BEL]
Windstream Western Reserve	BELMONT	Morristown
Windstream Western Reserve	BELMONT	Powhatan Point
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]
Windstream Western Reserve	GEAUGA	Chardon
Windstream Western Reserve	GEAUGA	East Claridon
Windstream Western Reserve	GEAUGA	Huntsburg
Windstream Western Reserve	GEAUGA	Middlefield
Windstream Western Reserve	GEAUGA	Montville
Windstream Western Reserve	GEAUGA	Newbury
Windstream Western Reserve	GEAUGA	Parkman
Windstream Western Reserve	GEAUGA	Russell
Windstream Western Reserve	GEAUGA	Thompson
Windstream Western Reserve	GUERNSEY	Cumberland
Windstream Western Reserve	GUERNSEY	Fairview
Windstream Western Reserve	GUERNSEY	Old Washington
Windstream Western Reserve	GUERNSEY	Quaker City
Windstream Western Reserve	HARRISON	Hopedale
Windstream Western Reserve	JEFFERSON	Bloomington
Windstream Western Reserve	LAKE	Madison
Windstream Western Reserve	LAKE	Perry
Windstream Western Reserve	MEDINA	Hinckley
Windstream Western Reserve	MEIGS	Chester
Windstream Western Reserve	PORTAGE	Aurora
Windstream Western Reserve	PORTAGE	Hiram
Windstream Western Reserve	SUMMIT	Hudson
Windstream Western Reserve	SUMMIT	Northfield
Windstream Western Reserve	SUMMIT	Peninsula
Windstream Western Reserve	SUMMIT	Richfield
Windstream Western Reserve	SUMMIT	Twinsburg
Windstream Western Reserve	TRUMBULL	Mesopotamia
Windstream Western Reserve	WASHINGTON	Little Hocking

Exhibit G-6

Mirroring Statement

McGraw will mirror all of the ILEC exchanges for both serving area and local calling areas.

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Summary: Application Application of McGraw Communications, Inc. electronically filed by Mr. Harry N Malone on behalf of McGraw Communications, Inc.