The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of <u>US Signal Company</u> ,) <u>L.L.C.</u>) to Detariff Services and make other changes related to the) Implementation of Case No. 10-1010-TP-ORD	TRF Docket No. 90- Case No TP - ATA NOTE: Unless you have reserved a Case No. leave the fields BLANK.	"Case No."
Name of Registrant(s) <u>US Signal Company, L.L.C.</u> DBA(s) of Registrant(s) <u>RVP Fiber Company, L.L.C.</u> Address of Registrant(s) <u>201 Ionia Avenue SW, Grand Rapids, MI 4</u> Company Web Address <u>www.ussignalcom.com</u> Regulatory Contact Person(s) <u>Barbara Boshoven</u> Regulatory Contact Person's Email Address <u>bboshoven@ussignalcom</u> Contact Person for Annual Report <u>Barbara Boshoven</u> Address (if different from above) <u>same as above</u>	Phone (616) 988-7336 Fax (616) 988	<u>-0414</u>
Consumer Contact Information <u>Barbara Boshoven</u> Address (if different from above) <u>same as above</u>	Phone	

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	CLEC	CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services		
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	\boxtimes	

Part Π – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
\square	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, US Signal Company, L.L.C. (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) April 19, 2011 at (Location) 201 Ionia Avenue SW Grand Rapids, Michigan 49503

*(Signature and Title) (Date) Baltar Boshoven VP of Corporate Affairs 4/19/2011 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, Barbara Boshoven, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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.

are Boshoven VP of Corporate Affairs (Date) 4/19/2011 Ming. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant. baro Boshoven *(Signature and Title) *Verification is required for even

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 A

Current Tariff Pages

Exhibit B

Telecommunications Retail Service Offering Form For Non-BLES Carriers

The Public Utilities Commission of Ohio TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM For Non-BLES Carriers be Commission/s 01/10/2011 "Implementation Order" in Case No. 10 1010 TB (

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011)

Company Name <u>US Signal Company, L.L.C.</u>
Company Address 201 Ionia Avenue SW, Grand Rapids, MI 49503
Company Web Address <u>www.ussignalcom.com</u>
Regulatory Contact Person <u>Barbara Boshoven</u> Phone <u>(616) 988-7336</u> Fax <u>(616</u> 988-0414
Regulatory Contact Person's Email Address_ <u>bboshoven@ussignalcom.com</u>
Contact Person for Annual Report <u>Barbara Boshoven</u> Phone <u>(616) 988-7336</u> Fax <u>(616) 988-0414</u>
Consumer Contact Information <u>Barbara Boshoven</u> Phone <u>(616) 988-7336</u> Fax <u>(616) 988-0414</u>
TRF Docket No <u>-TP-TRF</u>
I. Company Type (Check all applicable):
X Non-BLES CLEC \mathbf{x} IXC \Box Other (explain)
II. <u>Services offered (Check all applicable):</u>
□ Toll services (intrastate)
Local Exchange Service (i.e., residential or business bundles)
X Other (explain) Private line services, and data transport services
III. <u>Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages)</u> :
□ Toll Presubscription
□ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
□ N-1-1 Service
Pole Attachment and Conduit Occupancy
□ Pay Telephone Access Lines
RPP/455893.1

□ Inmate Operator Service

□ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. - Attestation Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, US Signal Company, L.L.C., and am authorized to make statements on it behalf.

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

Boshoven Vice President of Corporate Affairs Sarbura

(Signature and Title)

April 19,2011

RPP/455893.1

Exhibit C

Proposed Changes

This filing cancels US Signal Company, L.L.C.'s P.U.C.O. Tariff No. 1 in its entirety. The Company is currently providing transport services, as a facilities-based and resale competitive local exchange and interexchange carrier to business customers, services that are available for detariffing under Case No. 10-1010-TP-ORD. US Signal Company, L.L.C. is not providing any basic local exchange services or any voice-grade services to customers within the State of Ohio. Accordingly, US Signal Company, L.L.C. cancels Tariff No. 1 in its entirety.

Exhibit D

Customer Notice

US Signal Company, L.L.C. is not providing any services that will be detariffed to any customers in Ohio at this time. Therefore, the Customer Service requirement as provided in Case No. 10-1010-TP-ORD is inapplicable.

Exhibit E

Affidavit of Customer Notice

US Signal Company, L.L.C. is not providing any services that will be detariffed to any customers in Ohio at this time. Therefore, the Customer Notice requirement as provided in Case No. 10-1010-TP-ORD is inapplicable, and no affidavit of service is needed.

US Signal Company, L.L.C.

P.U.C.O. No. 1 1st Revised Page 1 Replaces Original Page 1

US Signal Company, L.L.C. (f/k/a RVP Fiber Company, L.L.C.)

P.U.C.O. No. 1

Regulations And Schedule Of Intrastate Charges

Applying To Local Exchange Telecommunications Services

Within The State Of Ohio

This tariff applies to local exchange telecommunications services furnished by US Signal Company, L.L.C. (f/k/a RVP Fiber Company, L.L.C.) ("Carrier") between one or more points in the State of Ohio.

This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issued:

Effective:

Issued by: Barbara Boshoven, Director of Contract Management & Corporate Affairs US Signal Company, L.L.C. 201 Ionia Ave SW Grand Rapids, MI 49503

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

Page	Revision	Page	<u>Revision</u>	Page	Revision	Page	<u>Revision</u>
1	1 st Revised	44	Original	87	1 st Revised	130	Original
2	1 st Revised	45	Original	88	1 st Revised	131	Original
3	1 st Revised	46	Original	89	1 st Revised	132	Original
4	Original	47	Original	90	1 st Revised	133	Original
5	Original	48	Original	91	1 st Revised	134	Original
6	Original	49	Original	92	1 st Revised	135	1st Revised
7	Original	50	Original	93	1 st Revised	136	1 st Revised
8	Original	51	Original	94	1 st Revised	137	1 st Revised
9	Original	52	Original	95	1 st Revised	138	1 st Revised
10	Original	53	Original	96	Original	139	1st Revised
11	Original	54	Original	97	Original	140	1 st Revised
12	Original	55	Original	98	1 st Revised	141	1 st Revised
13	Original	56	Original	99	1 st Revised	142	1 st Revised
14	Original	57	Original	100	Original	143	1 st Revised
15	Original	58	Original	101	Original	144	1 st Revised
15	Original	59	Original	102	Original	145	1 st Revised
17	Original	60	Original	103	Original	146	1 st Revised
18	Original	61	Original	104	Original	147	1 st Revised
19	Original	62	Original	105	Original	148	1 st Revised
20	1 st Revised	63	1 st Revised	105	Original	149	1 st Revised
21	Original	64	1 st Revised	107	Original	150	1 st Revised
22	Original	65	Original	108	Original	151	1 st Revised
23	Original	66	Original	109	Original	152	1 st Revised
24	Original	67	1 st Revised	110	Original	153	1 st Revised
25	Original	68	1 st Revised	111	Original	154	1 st Revised
26	1 st Revised	69	1 st Revised	112	Original	155	1 st Revised
27	Original	70	1 st Revised	113	Original	155	Original
28	1 st Revised	71	Original	114	Original	A-1	Original
29	Original	72	Original	115	Original	B-1	1 st Revised
30	Original	73	Original	115	Original	B-1 B-2	1 st Revised
31	Original	74	Original	110	Original	B-2 B-3	1 st Revised
32	1 st Revised	75	Original	118	Original	B-4	1 st Revised
33	1 st Revised	76	Original	110	Original	B-5	1 st Revised
34	Original	77	1 st Revised	110	Original	B-6	1 st Revised
35	Original	78	1 st Revised	120	Original	B-7	1 st Revised
36	1 st Revised	79	Original	121	Original	B-8	1 st Revised
37	Original	80	1 st Revised	122	Original	B-9	1 st Revised
38	Original	81	Original	123	Original	B-9 B-10	1 st Revised
39	Original	82	Original	124	Original	B-10 B-11	1 st Revised
40	Original	83	Original	125	Original	B-11 B-12	Original
40 41	Original	84	Original	125	Original	C-1	1 st Revised
41 42	Original	85	Original	127	Original		1 Kevisea
42 43	Original	85	Original	128	Original		

Issued:

Effective:

Issued by: Barbara Boshoven, Director of Contract Management & Corporate Affairs US Signal Company, L.L.C. 201 Ionia Ave SW Grand Rapids, MI 49503 US Signal Company, L.L.C.

P.U.C.O. No. 1 1st Revised Page 3 Replaces Original Page 3

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Issued:

Effective:

Issued by: Barbara Boshoven, Director of Contract Management & Corporate Affairs US Signal Company, L.L.C. 201 Ionia Ave SW Grand Rapids, MI 49503

EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

T - Changed in text but no change in rate or regulation

Issued: March 19, 2001

issued by:

Barry Raterink, President RVP Fiber Company, L.L.C. 20 Monroe, N.W., Suite 450 Grand Rapids, Michigan 49503 (616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No. TCI:459104.2

Original Page 5

RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1

EXPLANATION OF TERMS

AGENCY

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

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

CALL INITIATION

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

CALL TERMINATION

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

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EXPLANATION OF TERMS (Cont'd)

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMPANY

RVP Fiber Company, L.L.C. unless otherwise clearly indicated from the context.

COMMISSION

Public Utilities Commission of Ohio.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

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EXPLANATION OF TERMS (Cont'd)

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA

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

E911 CUSTOMER

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

EXCHANGE

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

EXCHANGE ACCESS LINE

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

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

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EXPLANATION OF TERMS (Cont'd)

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

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EXPLANATION OF TERMS (Cont'd)

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

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

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

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

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EXPLANATION OF TERMS (Cont'd)

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

ON-NET

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC SAFETY ANSWERING POINT (PSAP)

An answering location for 911 Service calls originating in a given area. A PSAP may be designated as primary or secondary which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for particular type of emergency calls.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating changes.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TOLL CALL

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

Issued: March 19, 2001

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1 - APPLICATION OF TARIFF

1.1 Application of Tariff

- A. This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- B. The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.
- C. The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- D. At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specified in each individual contract.

Issued: March 19, 2001

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2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that 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.

2.1.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

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.

Issued: March 19, 2001

Issued by:

Barry Raterink, President RVP Fiber Company, L.L.C. 20 Monroe, N.W., Suite 450 Grand Rapids, Michigan 49503 (616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No. ${\rm TC1:}459104.2$

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Obligation of the Company (Cont'd)

Whenever facilities are not immediately available to furnish service to all applicants, the order of Precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2 as amended August 7, 1946.

- 2.1.3 Use of Service
 - A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
 - B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
 - C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
 - D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
 - E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
 - F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
 - G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
 - H. 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.
 - I. 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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Issued by:

Barry Raterink, President RVP Fiber Company, L.L.C. 20 Monroe, N.W., Suite 450 Grand Rapids, Michigan 49503 (616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No. TC1:459104.2

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.3 Use of Service (Cont'd)
 - J. 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.

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Limitations

- A. 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.
- B. 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 elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. 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 affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. 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.
- 2.1.5 Customer-Authorized Use

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 telephone number(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.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.6 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.

2.1.7 Minimum Use Contracts

The Company may offer services that require a minimum use guarantee ("MUG"). The Customer agrees to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Customer choose to terminate a MUG agreement prior to its expiration date, the Customer will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Company's approval, the Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Customer's agreement, Customer will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum billing liability for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

2.1.8 Limitations on Liability

A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.8 Limitations on Liability (Cont'd)
 - B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
 - C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
 - D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customerprovided equipment or facilities.
 - E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
 - F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
 - G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.8 Limitations on Liability (Cont'd)
 - H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
 - The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.
 - J. The Company is not liable for any claims for loss or damages involving:
 - (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - Any act or omission in connection with the provision of 911, E911 or similar services;
 - (5) Any noncompletion of calls due to network busy conditions;
 - (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
 - (7) Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.8 Limitations on Liability (Cont'd)
 - K. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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 Company or Customer equipment or facilities or service provided by the Company.
 - (2) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
 - (3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
 - L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
 - M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.8 Limitations on Liability (Cont'd)
 - N. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY **OPERATION** LAW, OF STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

APPROVAL OF LIMITATION OF LIABILITY LANGUAGE BY THE PUCO DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT THE LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. APPROVAL BY THE COMMISSION MERELY RECOGNIZES THAT SINCE IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENT DAMAGE CLAIMS, IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

O. Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- 1. a local exchange carrier;
- 2. customer premise equipment; or
- 3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

2.1.9 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customers option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

Issued:	Effective:				
Issued by:	Barbara Boshoven, Director of Contract Management & Corporate Affairs US Signal Company, L.L.C.				
	201 Ionia Ave SW Grand Rapids, MI 49503				

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.10 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, reasonable wear and tear accepted. 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.

2.1.11 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

2.1.12 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

2.1.13 Non-routing Installation

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

2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.17 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Service Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules. regulations, orders, decisions or directives.

2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all 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 cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toil calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

- Α. The Company reserves the right to validate the credit worthiness of the Customer prior to the commencement of service, and to reject, in Company's sole judgment. unqualified Customers. No Customer shall have any claim against Company for a credit rejection. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit that the Company may apply against overdue charges. The amount of the security deposit shall be equal to thirty (30) percent of estimated charges. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

- 2.3.2 Deposits (Cont'd)
 - C. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

D. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.3.3 Payment of Charges

- A. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or Company's applicable late payment charge.
- B. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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2 - <u>GENERAL RULES AND REGULATIONS</u> (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.4 Returned Check Charge

When a check that has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge. This charge will be in addition to any charges assessed by any bank, and will be issued subject to the Public Utility Commission of Ohio's Minimum Telephone Service Standards.

2.3.5 Late Payment Charges

Late Payment Charges will be assessed consistent with the Public Utility Commission of Ohio's Minimum Telephone Service Standards.

2.3.6 Customer Overpayments

Grand Rapids, MI 49503

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment, consistent with the Public Utility Commission of Ohio's Minimum Telephone Service Standards.

Issued: _____ Effective: _____ Issued by: Barbara Boshoven, Director of Contract Management & Corporate Affairs US Signal Company, L.L.C. 201 Ionia Ave SW

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Customer Overpayments (Cont'd)

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.3.7 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.5 ACCESS TO CUSTOMER'S PREMISES

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 reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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2.6 TELEPHONE SURCHARGES/TAXES

2.6.1 General

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees or surcharges, other than government- approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

2.7 [Reserved for Future Use]

Issued:		Effective:
Issued by:	Barbara Boshoven, Director of Contract Management & Corpora US Signal Company, L.L.C. 201 Ionia Ave SW Grand Rapids, MI 49503	te Affairs

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

- 2.8.1 Suspension or Termination for Nonpayment
 - A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.
 - B. Suspension or termination shall not be made until:
 - At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
 - (2) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
 - C. Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.
- 2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

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Issued by:

Barry Raterink, President RVP Fiber Company, L.L.C. 20 Monroe, N.W., Suite 450 Grand Rapids, Michigan 49503 (616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No. TC1:459104.2

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

- 2.8.2 Exceptions to Suspension and Termination (Cont'd)
 - E. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.
 - F. Nonpayment of back-billed amounts as outlined in 2.10.12.
- 2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.
- 2.8.4 Termination For Cause Other Than Nonpayment
 - A. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- (1) in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- (2) if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

- 2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - (3) in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
 - (4) in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.
 - B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- The use of facilities or service of the Company without payment of tariff charges;
- (2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- (3) The transmission of impermissible content.
- (4) The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- (5) The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- (6) Permitting fraudulent use.
- C. Abandonment or Unauthorized Use of Facilities
 - (1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

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2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

- 2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - C. Abandonment or Unauthorized Use of Facilities (Cont'd)
 - (2) In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - (a) No charge shall apply for the period during which service had *been* terminated, and
 - (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
 - D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.8.6 Disconnection of Service Other Than Toll Service

For disconnection of service, the Company will act consistent with the Public Utility Commission of Ohio's Minimum Telephone Service Standards.

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- 2.8.7 Disconnection of Toll Service (Generally)
 - A. In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
 - B. Unless and until it has entered into a formal contact specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.
 - C. When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
 - (1) Must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service besides the one whose provision of toll service has precipitated the toll disconnection;

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.7 Disconnection of Toll Service (Generally) (Cont'd)

C. (Cont'd)

- (2) Must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
- (3) May consist of either a dePICing mechanism or else a selective toll blocking service.
- D. Neither purchase of the toll service provider's accounts receivable by the Company nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- 2.8.8 Toll Disconnection Service Offerings Available on a Nondiscriminatory Basis to Ali Toll Service Providers in Areas Where Implementation of IntraLATA Equal Access Has Occurred.

The Company provides each of the following toll disconnection services, which are available on a nondiscriminatory basis (including rates) to all toll service providers in areas where implementation of intraLATA equal access has already occurred:

- A. All forms of toll disconnection that the Company itself utilizes in connection with its own provision, if any, of toll service as specified in subsections 2.8.1 through 2.8.7.
- B. DePICing (Primary Interexchange Carrier Change) service. Refer to Section
 3.4 for a description of this service. The maximum charge for this service is
 \$5.00, as specified in Section 12.4.
- C. Selective, Company-Specific, Toll Blocking Service

Refer to Section 5.7 for a description of blocking services offered by the Company.

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RVP FIBER COMPANY, L.L.C.

P.U.C.O. No. 1

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

- 2.9.1 Application of Rates
 - A. Business rates as described in this Tariff apply to service furnished:
 - (1) In office buildings, stores, factories and all other places of a business nature;
 - (2) In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - (3) At any location when the listing or public advertising indicates a business or a profession;
 - (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - (5) At any location where the customer resells or shares exchange service;
 - B. Public Access Line service is classified as business service regardless of the location.
 - C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.
- 2.9.2 Telephone Number Changes

When a business customer change telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit for an additional charge as specified in Section 5.8 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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 - (3) At any location when the listing or public advertising indicates a business or a profession;
 - (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - (5) At any location where the customer resells or shares exchange service;
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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

- 2.10.3 Deposits
 - A. General

Except as provided in (B) following, the Company may require a deposit, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six-month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

B. Customers Exempt from Deposits

(1) A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

- 2.10.3 Deposits (Cont'd)
 - B. Customers Exempt from Deposits (Cont'd)
 - (2) The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.
 - C. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment within the last six (6) months. Customers who still owe money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.10.7 below.)

New deposits from residential customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Installment Billing For Nonrecurring Charges

Residential customers may elect to pay service connection and other nonrecurring charges associated with service orders in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residential customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;

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2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.4 Installment Billing For Nonrecurring Charges (Cont'd)

- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended;
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.
- 2.10.5 Adjusted Payment Schedule

Customers on fixed incomes (e.g., pension and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

- 2.10.6 Suspension or Termination for Nonpayment
 - A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
 - B. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
 - C. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

- 2.10.6 Suspension or Termination for Nonpayment (Cont'd)
 - D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

2.10.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. Existing residential customers with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period of no less than (10) months unless otherwise agreed to by the customer and for amounts of up to \$450 unless greater amounts are agreed to by the company. Down payments shall be not exceed the lesser of one-fifth of the amount deferred or three (3) moths of a customer's average billing, plus the difference between the total amount of arrears and the amount deferred.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.10.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

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2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.10.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. This status may be extended beyond 30 days upon submission of specified documentation. During the emergency, customers can defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill. These rules also apply to any new applicant for service.

2.10.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- the customer is known to or identified to the Company as being blind or disabled;
- B. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.12 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.10.13 Disconnection Because of Price Increase

In additional to the terms shown in this tariff, the following applies to residential customers taking service under Flexible Pricing. A residential customer requesting disconnection of service because of a price increase will not be charged any non-recurring charges for the first disconnect request. If the Customer subsequently reconnects to service provided by the Company and again requests disconnection, all applicable non-recurring charges will apply.

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.11.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

- 2.11.1 Credit for Interruptions (Cont'd)
 - C. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - (1) if interruption continues for less than 24 hours:
 - (a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - (b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - (2) if interruption continues for more than 24 hours:
 - (a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - (b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

- 2.11.1 Credit for Interruptions (Cont'd)
 - E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to Company equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or wilful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the customer continues to use their service on a impaired basis;
- E. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements; and,
- F. interruptions in service due to circumstances or causes beyond the control of the Company.

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2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits will be transmitted as agreed to by the Customer and the Company.

2.12.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

- 2.12.3 Regulations (Cont'd)
 - D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
 - E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
 - F. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
 - G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.12.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.13 HEALTH CARE PROVIDERS SUPPORT PROGRAM

2.13.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Heath Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
 - (1) Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
 - (2) Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - (3) Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - (4) A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

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2.13 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

- 2.13.1 General (Cont'd)
 - D. Responsibility of eligible health care providers (Cont'd)
 - (5) Services cannot be sold, resold or transferred in consideration for money or any other thing of value.
 - E. Responsibility of the Company
 - (1) The Company shall offer the rates and charges as specified in this Tariff, to eligible health care providers to the extent that facilities and services are available and offered in this Tariff.
 - (2) The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
 - (3) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Public Utilities Commission of Ohio approval, if necessary.

2.13.2 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in the State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.13 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2.13.2 Rates and Charges (Cont'd)

C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charges are available pursuant to applicable toil tariffs.

2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.14.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.14.2 Regulations

A. Obligations of Eligible Schools and Libraries

- (1) Requests for Service
 - a. Schools, libraries, and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

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2. GENERAL RULES AND REGULATIONS (Cont'd)

2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.14.2 Regulations

A. Obligations of Eligible Schools and Libraries (Cont'd)

- (1) Requests for Service (Cont'd)
 - b. Schools, libraries, and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 - c. Services requested will be used for educational purposes.
 - d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- B. Obligations of Carrier
 - (1) Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
 - (2) Carrier will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
 - (3) In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to State public service commission approval, if necessary.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.14 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.14.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools, libraries, and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries, or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

Connection Charges are nonrecurring charges which apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of a Service Order Charge

The general application of this charge is as follows:

- A. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
- 3.1.2 Exceptions to the Charge
 - A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
 - B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
 - C. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.3.
 - D. The service order charge does not apply for a company initiated charge or company error, a change in billing address, or a removal of service.
- 3.1.3 Custom Calling Features
 - A. Connection charges apply to custom calling features under certain circumstances.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

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3 - CONNECTION CHARGES (Cont'd)

3.3 TIME AND MATERIALS CHARGE

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

3.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

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4 -RESERVED FOR FUTURE USE

4.1 Reserved For Future Use

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5 - SUPPLEMENTAL SERVICES

5.1 CUSTOM CALLING SERVICE

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

<u>Call Forwarding - Busy</u> automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

<u>Call Forwarding - Don't Answer</u> automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

<u>Call Forwarding - Variable</u> allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

- 5.1 CUSTOM CALLING SERVICE (Cont'd)
 - 5.1.2 Description of Features (Cont'd)
 - C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Multiline Hunting

This feature is a line hunting arrangement that provides sequential or circular searches of available numbers within a multiline group.

Hunt group charges apply to sequential and circular.

E. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

- F. Blocking Service or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer of record providing the correct password over the telephone, or by a request made in person by such customer. The customer of record can provide a personal password to use to remove blocking service at the time blocking service is established.
- 5.1.3 Rates and Charges
 - A. Monthly Rates

Rates for this service are located in Sections 12.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

- 5.1.3 Rates and Charges (Cont'd)
 - B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Sections 12 of this tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.3, Service and Promotional Trials, below.

5.2 CLASS SERVICES

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

CLASS services cannot be functional unless both the called and the calling parties are served by, and the call is routed through, appropriately-equipped central offices. CLASS services are only available to 1-party residence and business customers, and centrex lines. Telemarketers are prohibited from blocking the disclosure of their telephone number when placing calls. Upon receiving complaints that a telemarketer is blocking the disclosure of its telephone number, the Company will investigate the complaints and terminate the number blocking service where appropriate.

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5 - <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.2 CLASS SERVICES

5.2.2 Description of Features

A. Caller ID/Block Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call -- including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE. However, the calling party may subscribe to services which will prevent the disclosure of their telephone number. In such instances, a privacy indicator will appear on the customer-provided display device instead of the calling party's telephone number.

B. Per Call Blocking (Calling Number Delivery Blocking)

Enables customers to prevent the disclosure of their 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 touch-tone phone, or 1167from 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 phone number. Per Call Blocking will be provided on a universal basis to all eligible customers. All public and semi-public payphones of the Company will be equipped with Per Call Blocking.

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

C. 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.

D. [Deleted]

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.2 CLASS SERVICES (Cont'd)

- 5.2.2 Description of Features (Cont'd)
 - E. [Deleted]
 - F. Call Trace

Call Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

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P.U.C.O. No. 1 1st Revised Page 61 Replaces Original Page 61

5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

[Parts G-J Deleted]

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5 - <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

- 5.2 CLASS SERVICES (Cont'd)
 - 5.2.3 Rates and Charges
 - A. Monthly Rates

Rates for this service are located in Sections 12.7, Residential Network Switched Service, and Sections 12.8, Business Network Switched Service.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Sections 12 of this Tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.3, Service and Promotional Trials, below.

5.3 SERVICE AND PROMOTIONAL TRIALS

5.3.1 General

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

5.3.2 Regulations

A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.3 SERVICE AND PROMOTIONAL TRIALS (Cont'd)

5.3.2 Regulations (Cont'd)

- B. During a Service Trial. the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

5.4 [Deleted]

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.5 DIRECTORY ASSISTANCE SERVICE

5.5.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.5.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 8 of this Tariff, up to a maximum of 50 requests per month.

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.5 [Deleted]

5.6 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

See Rate Schedule in Sections 12 of this tariff.

5.7 BLOCKING SERVICE

5.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

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5 - SUPPLEMENTAL SERVICES (Cont'd)

- 5.7 BLOCKING SERVICE (Cont'd)
 - 5.7.1 General (Cont'd)
 - A. 500, 700, 900 Blocking Allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can Third Number Billed and Collect Call Restriction - Provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
 - B. Toll Restriction (1+ and 0+ Blocking) provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
 - C. Toll Restriction Plus Directory Assistance provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
 - 5.7.2 Regulations
 - A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
 - B. Blocking Service is available where equipment and facilities permit.
 - 5.7.3 Rates and Charges

See Rate Schedule in Sections 12 of this tariff.

Connection charges apply as specified in Section 3 of this tariff.

- 5.7.4 Chatline Information Provider Services
 - 5.7.4.1 Provision of Chatline-type Services
 - A. The Company will designate a specific NXX code as a blockable content related services code for any chatline-type services it offers. Access to such code will be limited to customers within the applicable LATA.
 - B. The Company will terminate service, in accordance with the procedures set forth in this tariff, to information providers or other entities that violate its tariff terms and conditions relating to the blocking of content-type services.

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.7 BLOCKING SERVICE (Cont'd)

5.7.4 Chatline Information Pmvider Services (Cont'd)

5.7.4.2 Revenue Sharing

The Company will file, as a supplement to this Tariff, the terms and conditions of its provision of service to information providers, including any chatline-type discounts or revenue sharing arrangements, where the provision of such service is on terms and conditions that vary from those contained In this Tariff.

5.8 [Deleted]

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.8 [Deleted]

5.9 CUSTOMER REQUESTED SERVICE SUSPENSIONS

- A. At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- B. The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension Charge

- First Month or Partial Month Regular Monthly Rate (no reduction)
- Each Additional Month 1/2 Regular Monthly Rate (up to the one-year limit)

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.10 [Deleted]

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5 – <u>SUPPLEMENTAL SERVICES</u> (Cont'd)

5.11 SERVICE PROVIDER NUMBER PORTABILITY

Service Provider Number Portability — Location Routing Number (SPNP — LRN) depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

5.11.1 General

Service Provider Number Portability (SPNP) is only available to telecommunications carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104. 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided singleline terminal equipment such as station sets or facsimile machines.

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7 -BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

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7 -BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.1 Basic Business Line Service (Cont'd)

- B. Measured Rate Basic Business Line Service (Cont'd)
 - 2) Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3) Usage Charges

See Rate Schedule in Sections 12.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.2 PBX Trunk Service (Cont'd)

A. General Cont'd)

Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

B. DS1 PBX Trunk Service

1) Description

DS1 PBX Trunk Service provides a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each DS1 PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

- 7.2 SERVICE DESCRIPTIONS (Cont'd)
 - 7.2.2 PBX Trunk Service (Cont'd)
 - B. DS1 PBX Trunk Service (Cont'd)
 - 2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in Sections 12 of this Tariff, service order charges apply as described in Section 3 of this tariff. Charges for each Measured Rate DS1 PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. In certain circumstances, service to customers may require the use of private line facilities obtained by the company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charges to the customer will be the greater of the Company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

Where appropriate facilities do not exits, special construction charges apply.

3) Measured Usage Charges

Measured usage charges for DS1 Trunks are the same as those indicated for a basic business line as described in Section 7.2.1.B.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.3 Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

7.2.4 Integrated Services Digital Network Primary Rate Interface

A. Basic Description

Integrated Services Digital Network Primary Rate Interface (PRI) is an optional service that will allow customer-provided PBX equipment to interface with the Company's switching equipment over DS1 trunks for voice transmission. Basic Business Network Switched Service as well as Direct Inward Dialing (DID) and Direct Outward Dialing (DID) will be offered on PRI trunks. Existing local usage rates or MTS rates will apply to voice transmission carried over a PRI circuit.

PRI uses one of the following Integrated Services Digital Network (ISDN) architectures:

23 B-Channel and one D-Channel.

24 B-Channels (Note: 24 B-Channel PRI trunks can only be used in conjunction with 23 B/1 D-Channel PRI trunks. One D-Channel must be available for signaling).

The B-Channel is a 64 Kilobits per second channel used for information transfer between users. The D-Channel is a 64 Kilobits per second channel that carries signaling and control for the B-Channels.

B. Service Options

Two different versions of PRI service will be made available:

- Custom ISDN
 - National ISDN (NI)

Both of these versions are based on software standards established by Lucent Technologies, the Company's vendor for switching equipment.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

- 7.2.4 Integrated Services Digital Network Primary Rate Interface (Cont'd)
 - B. Service Options (Cont'd.)

The following arrangements will be offered to PRI customers:

- 1. Custom PRI with facility associated signaling (FAS) One D-Channel for signaling and 23 B-Channels.
- 2. National PRI (NI) with FAS One D-Channel for signaling and 23 B-Channels.
- 3. National PRI (NI) with Non-Facility Associated Signaling (NFAS) One D-Channel for signaling with up to 479 B-Channels.
- National PRI (NI) with NFAS and D-Channel Backup (DCBU). Two D-Channels provided on separate DS1 trunks (one of which is active and the other used for backup) supporting up to 478 B-Channels.
- C. Restrictions
 - 1. PRI is only available form serving central offices equipped with the facilities required to support PRI service. Service capabilities are dependent on the facilities and digital technology providing the service.
 - 2. PRI customer premises equipment located at the customer premises must be compatible with the network interface provided by the Company and with the Company's switching facilities.
 - 3. ISDN-compatible terminal equipment is required for operation. It is the customer's responsibility to power and obtain such equipment.
 - 4. Custom Calling Features (see Section 5.1) may not be available to customers subscribing to PRI service.
- D. Requirements

Customers must agree to subscribe to both PRI service and DS1 PBX Trunk Service for a term of no less than one year. All DS1 PBX Trunk Service rates and charges referred to in preceding sections shall apply.

E. Rates and Charges

Rates and charges for PRI service are set forth in Section 12.8, Business Network Switched Services.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

- 7.2 SERVICE DESCRIPTIONS (Cont'd)
 - 7.2.5 DS1 Trunk Service
 - 1) Description

DS1 Trunk Service provides a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels. DS1 service can be used with both voice and data transmission for local and toll traffic. DS1 Trunks are provided for connection of customer-provided facilities to the Company switch. Each DS1 Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the customer

2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in Sections 12 of this Tariff, service order charges apply as described in Section 3 of this tariff. Charges for each DS1 Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. In certain circumstances, service to customers may require the use of private line facilities obtained by the company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charges to the customer will be the greater of the Company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the Company of the Number Portability Arrangement.

Where appropriate facilities do not exits, special construction charges apply.

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7 - BUSINESS NETWORK SWITCHED SERVICES (Conf'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

- 7.2.5 DS1 Trunk Service
 - 3) Measured Usage Charges

Measured usage charges for DS1 trunks are set forth in Sections 12.5.

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8 - SPECIAL SERVICES AND PROGRAMS

8.1 RVP FIBER COMPANY, L.L.C. LIFELINE TELEPHONE SERVICE

8.1.1 General

Lifeline Assistance is a federal support program that provides eligible customers with the following benefits:

A reduction of \$5.25 off the customer's monthly basic local service charges.

Free toll limitation services (e.g., toll blocking, toll control), upon customer's request.

A waiver of the Telephone Company's service deposit requirement, if the customer elects to receive toil blocking.

8.1.2 Regulations

- A. Lifeline Assistance is available to residential customers who are currently participating in one of the following assistance programs:
 - (1) Medical Assistance under Chapter 5111 of Ohio Revised Code (Medicaid);
 - (2) Food Stamps;
 - (3) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (4) Federal public housing assistance, or Section 8; or
 - (5) Low Income Home Energy Assistance Program (LIHEAP).
- B. Participants in Lifeline Assistance shall not be disconnected from local service for non-payment of toll charges. In addition, the Company will not deny reestablishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.1 RVP FIBER COMPANY, L.L.C. LIFELINE TELEPHONE SERVICE (Cont'd)

- 8.1.2 Regulations (Cont'd)
 - C. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.
 - D. The Telephone Company shall require, as proof of eligibility for Lifeline Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 8.1.2 (A), above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs. If a customer is simultaneously applying for both Lifeline and Link Up, such customer may utilize the same document to verify eligibility for both programs.
 - E. At no time shall a customer's Lifeline rate go below zero.

8.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan that provides for the reduction of onehalf of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- A. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 8.1.2 of this tariff;
- B. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- C. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- A. Consistent with applicable law, the Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- B. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- C. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- D. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- E. The Company will also advise customers who request this equipment of the applicable terms for purchase.

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

8.4.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

8.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER (Cont'd)

8.4.3 Qualification

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

8.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether or others. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

8.6.2 Regulations

A. In addition to the following, the regulations in 8.5.2 apply.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

- 8.6.2 Regulations (Cont'd)
 - B. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
 - C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential, The Company will release such information to the Agency periodically for the update of their systems.
 - D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
 - E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.
- 8.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.6.3 Conditions of Furnishing Service (Cont'd)

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

8.7 OHIO RELAY SERVICE

8.7.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.7.2 Regulations

- A. Only intrastate calls can be completed using the Ohio Relay Service .
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
 - 1) calls to informational recordings and group bridging service:
 - 2) calls to time or weather recorded messages;
 - 3) station sent paid calls from coin telephones; and
 - 4) operator-handled conference service and other teleconference calls.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 OHIO RELAY SERVICE (Cont'd)

8.7.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

8.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

8.8.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within Ohio State: All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

8.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

a. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd)

- 8.8.3 Qualification (Cont'd)
 - b. "Physically Handicapped" those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.
 - c. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.
- 8.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- a. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- b. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 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:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1) equipment and materials provided or used;
 - 2) engineering, labor, and supervision;
 - 3) transportation; and
 - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. 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.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

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9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1) 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; and
 - d. rights of way and/or any required easements;
 - 2) license preparation, processing, and related fees;
 - 3) tariff preparation, processing and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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9 - SPECIAL ARRANGEMENTS (Cont'd)

9.2 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.

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

At the option of the Company, Service may be offered on an individual case basis ("ICB") to meet the specialized requirements of Customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in this Tariff, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a Term or volume commitment, the LATA involved, the type of equipment involved, distance from the central office to the Customer's premises, the service description, quantity of circuits, the type of originating or terminating access, mixture of services or other distinguishing features. Such ICB arrangements will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first ICB Customer as specified in each ICB contract, subject to, in the Company's sole discretion, the availability of facilities.

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10 - DIRECTORY

10.1 ALPHABETICAL DIRECTORY

10.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term listing" refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows: One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.
- 10.1.2 Composition of Listings
 - A. Listings are limited to information essential to the identification of the listed party.
 - B. Addresses
 - 1) Each listing normally includes the number and street name location where the telephone service is furnished. The name of a building may be shown in case of buildings commonly known by name.
 - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. in directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
 - C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in 10.1.1.a above.

10.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

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 US Signal Company, L.L.C.
 201 Ionia Ave SW

 Grand Rapids, MI 49503

RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1

11 - SERVICE AREAS

11.1 Service Areas

Where suitable facilities exist, the Company will provide local exchange service within the local service areas of counties identified below. The Company has adopted the local calling coverage provided by the incumbent LEC in each of these counties.

EXCHANGE AREA Aberdeen	EXCHANGES IN LOCAL CALLING AREA Aberdeen Ripley
Akron	Akron Greensburg Hartville Kent Manchester Mogadore Uniontown
Albany	Albany Athens Wilkesville
Alliance	Alliance Atwater Marlboro Sebring
Alton	Columbus (Met Area) London
Amesville	Amesville Athens Bartlett Chesterhill
Arabia	Arabia Guyan Ironton Walnut

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u> Ashland	EXCHANGES IN LOCAL CALLING AREA Ashland Hayesville Loudonville Perrysville Polk Redhaw Savannah
Athens	Athens Albany Amesville Guysville New Marshfield Shade The Plains
Atwater	Atwater Alliance Mariboro Rootstown
Barnesville	Barnesville Bethesda Somerton
Beallsville	Beallsville Bethesda Clarington Somerton Woodsfield
Beavercreek	Dayton Met Area Donnelsville Enon Medway New Carlisle Spring Valley Xenia Yellow Springs – Clifton

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Service Areas (Cont'd) EXCHANGE AREA EXCHANGES IN LOCAL CALLING AREA Cleveland Met. Area Bedford Chesterland Belfast Belfast Hillsboro Marshall Sugar Tree Ridge Bellbrook Dayton Met. Area Enon Medway New Carlisle Spring Valley Xenia Belpre Belpre Cleveland Met. Area Berea Chesterland Bethany Bethany Bethel Clermont Cincinnati Hamilton Harrison Little Miami Mason Newtonsville Reily Seven Mile Shandon Williamsburg Bethesda Bethesda Barnesville Beallsville Somerton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA	EXCHANGES IN LOCAL CALLING AREA
Bloomington	Bloomington
	Jeffersonville
	New Holland
	Sedalia
	Washington Court House
Bloomingville	Bloomingville
	Castalia
	Sandusky
Bowersville	Bowersville
	Jamestown
	Milledgeville
	Xenia
Brecksville	Cleveland Met. Area
	Chesterland
Burton	Burton
Canal Fulton	Canal Fulton
	Manchester
	Massillon
	North Canton
Canal Winchester	Columbus Met. Area
	Carroll
	Lancaster
Canfield	Canfield
	North Jackson
	North Lima
	Youngstown
Canton	Canton
	Hartville
	Louisville
	Magnolia – Waynesburg
	Massillon
	Navarre
	North Canton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Carroll	EXCHANGES IN LOCAL CALLING AREA Carroll Canal Winchester Lancaster
Castalia	Castalia Bloomingville Sandusky
Catawba	Catawba Mechanicsburg Springfield
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs – Clifton Xenia
Centerville	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
Chagrin Falls	Cleveland Met. Area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Chesterland Cleveland Met. Area Kirtland

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Christiansburg	EXCHANGES IN LOCAL CALLING AREA Christiansburg Fletcher – Lena New Carlisle North Hampton
Clarington	Clarington Beallsville Duffy Woodsfield
Cleveland	Cleveland Met. Area Chesterland
Columbiana	Columbiana Lisbon Leetonia New Waterford North Lima Rogers Youngstown
Columbus	Columbus Met. Area
Conesville	Conesville Coshocton Dresden West Lafayette
Corning	Corning New Lexington Shawnee
Coshocton	Coshocton Conesville West Lafayette
Dalton	Dalton Massillon
Danville	Danville Hillsboro Sugar Tree Ridge

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11.1 Service Areas (Cont'd)

EXCHANGE AREA EXCHANGES IN LOCAL CALLING AREA Dayton Met. Area Dayton Donnelsville Enon Franklin Medway New Carlisle Spring Valley Yellow Spring - Clifton Xenia Decatur Decatur Ripley Russellville Donnelsville Donnelsville Beavercreek Bellbrook Centerville Dayton Enon Dresden Dresden Conesville Zanesville Columbus Met. Area Dublin Duffy Duffy Clarington Graysville New Matamoras Woodsfield East Liverpool Lisbon Rogers Wellsville

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11.1 Service Areas (Cont'd)

EXCHANGE AREA East Palestine	EXCHANGES IN LOCAL CALLING AREA East Palestine New Waterford Rogers
Enon	Enon Dayton Met. Area Donnelsville Springfield Yellow Springs – Clifton
Fairborn	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Yellow Springs – Clifton
Fayette	Fayette Archbold Wauseon
Findlay	Findlay
Fletcher – Lena	Fletcher – Lena Christiansburg Piqua
Fostoria	Fostoria New Riegel
Franklin	Franklin Dayton Centerville Miamisburg – West Middletown

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Fremont	<u>EXCHANGES IN LOCAL CALLING AREA</u> Fremont Lindsey
Fultonham	Fultonham
	New Lexington
	Roseville
	Somerset
	Zanesville
Gahanna	Columbus Met. Area
Gallipolis	Gallipolis
-	Cheshire
	Guyan
	Rio Grande
	Vinton
	Walnut
Gates Mills	Cleveland Met. Area
	Chesterland
	Kirtland
	Mentor
Georgetown	Georgetown
	Hamersville
	Higginsport
	Mt. Orab
	Ripley
	Russellville
	Sardinia
Girard	Girard
	Hubbard
	Niles
	Youngstown
Glenford	Glenford
	New Lexington
	Somerset
	Thornville

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11.1 Service Areas (Cont'd)

EXCHANGE AREA **EXCHANGES IN LOCAL CALLING AREA** Gnadenhutten Gnadenhutten Newcomerstown Uhrichsville Graysville Graysville Duffy Lewisville New Matamoras Woodsfield Greensburg Greensburg Akron Manchester Uniontown Grove City Columbus Met. Area Groveport Columbus Met. Area Guyan Guyan Arabia Gallipolis Walnut Guysville Guysville Athens Coolville Hamersville Hamersville Bethel Clermont Cincinnati Felicity Georgetown Higginsport Mt. Orab

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11.1 Service Areas (Cont'd)

EXCHANGE AREA EXCHANGES IN LOCAL CALLING AREA Hamilton Hamilton Bethany Bethel Clermont Cincinnati Harrison Little Miami Mason Monroe Newtonsville Oxford Reily Seven Mile Shandon Trenton Williamsburg Harrisburg Columbus Met. Area London Hartville Hartville Akron Canton Louisville North Canton Hayesville Hayesville Ashland Higginsport Higginsport Clermont Cincinnati Felicity Georgetown Hamersville Hillcrest Cleveland Met. Area Chesterland Kirtland

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u> Hilliard	EXCHANGES IN LOCAL CALLING AREA Columbus Met. Area
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge
Holland	Toledo Met. Area
Hubbard	Hubbard Girard Lowellville Youngstown
Independence	Cleveland Met. Area Chesterland
Ironton	Ironton Arabia
Jamestown	Jamestown Bowersville Cedarville Jeffersonville Milledgeville South Solon Xenia

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11.1 Service Areas (Cont'd)

EXCHANGE AREA	EXCHANGES IN LOCAL CALLING AREA
Jefferson	Jefferson
	Andover
	Ashtabula
	Autsinburg
	Colebrook
	Conneaut
	Dorset
	Geneva
	Kingsville
	New Lyme
	Orwell
	Peirpont
	Trumbull
	Windsor
Jeffersonville	Jeffersonville
	Bloomingburg
	Jamestown
	Milledgeville
	Sedalia
	South Solon
	Washington Court House
Kent	Kent
	Akron
	Mantua
	Mogadore
	Ravenna
	Rootstown
Kirtland	Kirtland
	Chesterland
	Gates Mills
	Hillcrest
	Mentor
	Painesville
	Теттасе
	Wickliffe
	Willoughby

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u> Lancaster	EXCHANGES IN LOCAL CALLING AREA Lancaster Canal Winchester Carroll Rushville Sugar Grove
Leetonia	Lectonia Lisbon Columbiana Salem Youngstown
Leroy	Leroy Painesville
Lewisville	Lewisville Graysville Woodsfield
Lindsey	Lindsey Fremont
Lisbon	Lisbon Columbiana East Liverpool Leetonia Rogers Salem Salineville Wellsville
Lockbourne	Columbus Met. Area

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RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1

11.1 Service Areas (Cont'd)

EXCHANGE AREA London	EXCHANGES IN LOCAL CALLING AREA London Alton Harrison Sedalia South Charleston South Solon South Vienna West Jefferson
Loudonville	Loudonville Ashland Lakeville Perrysville
Louisville	Louisville Canton Hartville North Canton
Lowellville	Lowellville Hubbard North Lima Youngstown
Magnolia – Waynesburg	Magnolia – Waynesburg Canton
Manchester	Manchester West Union
Mantua	Mantua Kent Ravenna
Marietta	Marietta Newport

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Issued by:

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RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1

11.1 Service Areas (Cont'd)

EXCHANGE AREA Marlboro	EXCHANGES IN LOCAL CALLING AREA Marlboro Alliance Atwater Rootstown
Marshall	Marshall Belfast Hillsboro Rainsboro
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
Maumee	Toledo Met. Area
Medway	Medway Dayton Met. Area Donnelsville New Carlisle Springfield
Mentor	Mentor Gates Mills Kirtland Painesville Wickliffe Willoughby
Miamisburg – West Carrollton	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley

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11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u> Middletown	EXCHANGES IN LOCAL CALLING AREA Middletown Franklin Germantown Gratis Monroe Seven Mile Trenton
Milledgeville	Milledgeville Bowersville Jamestown Jeffersonville Washington Court House
Mingo Junction	Mingo Junction Steubenville
Minster	Minster Maria Stein New Bremen
Mogadore	Mogadore Akron Kent Uniontown
Мошое	Monroe Cincinnati Hamilton Middletown Trenton
Montrose	Cleveland Met. Area Chesterland
Morning Sun	Morning Sun Camden Oxford

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RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1_____

11.1 Service Areas (Cont'd)

<u>EXCHANGE AREA</u> Mt. Orab	EXCHANGES IN LOCAL CALLING AREA Mt. Orab Clermont Cincinnati Fayetteville Georgetown Hamersville Sardinia Williamsburg
Murray City	Murray City Nelsonville Shawnee
Navarre	Navarre Canton Massillon
Nelsonville	Nelsonville Murray City Shawnee
New Albany	Columbus Met. Area
New Bremen	New Bremen Minster St. Mary's
New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
New Holland	New Holland Bloomingburg Washington Court House

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11.1 Service Areas (Cont'd)

EXCHANGE AREA New Lexington	EXCHANGES IN LOCAL CALLING ARE. New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville
New Lyme	New Lymc Andover Ashtabula Dorset Colebrook Jefferson Orwell Rock Creek
New Marshfield	New Marshfield Athens
New Matamoras	New Matamoras Duffy Graysville Newport
New Riegel	New Riegel Fostoria Tiffin
New Waterford	New Waterford Columbiana East Palestine Rogers
Newcomerstown	Newcomerstown Gnadenhutten West Lafayette

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Newport	EXCHANGES IN LOCAL CALLING AREA Newport Marietta New Matamoras
Niles	Niles Girard
North Canton	North Canton Canal Fulton Canton Hartville Louisville Massillon
North Hampton	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City
North Jackson	North Jackson Canfield Youngstown
North Lima	North Lima Canfield Columbiana Lowellville Youngstown
North Royalton	Cleveland Met. Area Chesterland
Norwich	Norwich Philo Zanesville

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Olmsted Falls	EXCHANGES IN LOCAL CALLING AREA Cleveland Met. Area Chesterland
Oxford	Oxford Hamilton Morning Sun
Painesville	Painesville Kirtland Leroy Mentor Willoughby
Peebles	Peebles Sinking Spring Seaman West Union
Perrysburg	Toledo Met. Area
Perrysville	Perrysville Ashland Loudonville
Philo	Philo Norwich Roseville Zanesville
Piqua	Piqua Fletcher – Lena
Pitchin	Pitchin Cedarville South Charleston Springfield Yellow Springs – Clifton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA	EXCHANGES IN LOCAL CALLING AREA
Polk	Polk
	Ashland
	Redhaw
	Savannah
	Sullivan
	West Salem
Rainsboro	Rainsboro
	Hillsboro
	Marshall
Ravenna	Ravenna
	Kent
	Mantua
	Rootstown
Redhaw	Ashland
	Congress
	Polk
	West Salem
Reily	Reily
	Bethany
	Bethel
	Clermont
	Cincinnati
	Hamilton
	Harrison
	Little Miami
	Mason
	Newtonsville
	Seven Mile
	Shandon
	Williamsburg
Reynoldsburg	Columbus Met. Area

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11.1	Service Areas (Cont'd)	· · · ·
	EXCHANGE AREA Rio Grande	EXCHANGES IN LOCAL CALLING AREA Rio Grande Gallipolis Vinton Walnut
	Ripley .	Ripley Aberdeen Decatur Georgetown Russellville
	Rogers	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford
	Rootstown	Rootstown Atwater Kent Marlboro Ravenna
	Roseville	Roseville Fultonham New Lexington Philo Zanesville
	Rushville	Rushville Lancaster Somerset Thornville
	Russellville	Russellville Decatur Georgetown Ripley

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Salem

Salineville

Sandusky

Sardinia

Savannah

Sebring

Sedalia

EXCHANGES IN LOCAL CALLING AREA Salem Leetonia

Salineville Lisbon Wellsville

Lisbon

Sandusky Bloomingville Castalia

Sardinia Georgetown Mowrystown Mt. Orab

Savannah Ashland Polk

Sebring Alliance

Sedalia Bloomingburg Jeffersonville London South Solon

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11.1 Service Areas (Cont'd)

EXCHANGE AREA	EXCHANGES IN LOCAL CALLING AR
Seven Mile	Seven Mile
	Bethany
	Bethel
	Clermont
	Cincinnati
	Hamilton
	Harrison
	Little Miami
	Middletown
	Newtonsville
	Reily
	Shandon
	Trenton
	Williamsburg
Shade	Shade
	Athens
Shandon	Shandon
	Bethany
	Bethel
	Clermont
	Cincinnati
	Hamilton
	Harrison
	Little Miami
	Mason
	Newtonsville
	Reily
	Seven Mile
	Williamsburg
Sharon	Sharon
Shawnee	Shawnee
	Corning
	Murray City
	Nelsonville
	New Lexington

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Somerton	<u>EXCHANGES IN LOCAL CALLING AREA</u> Somerton Barnesville Beallsville Bethesda Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield
South Solon	South Solon Cedarville Jamesville Jeffersonville London Sedalia South Charleston
South Vienna	South Vienna London South Charleston Springfield
Spencerville	Spencerville Buckland Lima Venedocia
Spring Valley	Spring Valley Dayton Met. Area Xenia

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Springfield	EXCHANGES IN LOCAL CALLING AREA Springfield Donnelsville Enon New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City
St. Mary's	St. Mary's Celina New Bremen
Steubenville	Steubenville Mingo Junction Toronto
Strongsville	Cleveland Met. Area Chesterland
Sugar Grove	Sugar Grove Lancaster
Sugar Tree Ridge	Sugar Tree Ridge Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Chesterland Kirtland
The Plains	The Plains Athens

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11.1 Service Areas (Cont'd)

EXCHANGE AREA	EXCHANGES IN LOCAL CALLING AREA
Thornville	Thornville
	Glenford
	New Lexington
	Rushville
	Somerset
Tiffin	Tiffin
	New Riegel
Toledo	Toledo Met. Area
Toronto	Toronto
	Steubenville
	Wellsville
Tremont City	Tremont City
-	North Hampton
	Springfield
Trenton	Trenton
	Cincinnati
	Hamilton
	Middletown
	Monroe
	Seven Mile
Trinity	Cleveland Met. Area
	Chesterland
Uhrichsville	Uhrichsville
	Gnadenhutten
Uniontown	Uniontown
	Akron
	Greensburg
	Mogadore

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Upper Sandusky

Vandalia

Victory

Vinton

Walnut

Washington Court House

Wellsville

West Jefferson

EXCHANGES IN LOCAL CALLING AREA Upper Sandusky

Takin Barthart J

Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley

Cleveland Met. Area Chesterland

Vinton Cheshire Gallipolis Rio Grande

Walnut Arabia Gallipolis Guyan Rio Grande

Washington Court House Bloomingburg Jeffersonville Milledgeville New Holland

Wellsville East Liverpool Lisbon Salineville Toronto

Columbus Met. Area London

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11.1 Service Areas (Cont'd)

EXCHANGE AREA West Lafayette	EXCHANGES IN LOCAL CALLING AREA West Lafayette Conesville Coshocton Newcomerstown
West Union	West Union Decatur Peebles Seamen Winchester
Westerville	Columbus Met. Area
Whitehouse	Toledo Met. Area
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor
Willoughby	Cleveland Met. Area Chesterland Kirtland Mentor Painesville
Winchester	Winchester Sardinia Seaman Sugar Tree Ridge West Union
Woodsfield	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton

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11.1 Service Areas (Cont'd)

EXCHANGE AREA Worthington Xenia Xenia Beavercreek Yellow Springs - Clifton

Youngstown

Zanesville

Youngstown

Zanesville Dresden Fultonham Norwich Philo Roseville

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EXCHANGES IN LOCAL CALLING AREA Columbus Met. Area

Bellbrook Bowersville Cedarville Jamestown Spring Valley Yellow Springs - Clifton Dayton Yellow Springs - Clifton Beavercreek

Cedarville Dayton Enon Fairborn Pitchin Xenia

Canfield Girard Hubbard Lowellville North Jackson North Lima

US Signal Company, L.L.C.

12 - RATES & CHARGES

12.1 CONNECTION CHARGES

12.1.1 Service Order Charge:

	Business	Residence
First	\$100	\$100
Additional	\$100	\$100
12.2 RESTORAL CHARGE		
	Business	Residence
First	\$140	\$140
Additional	\$140	\$140

12.3 TIME AND MATERIALS CHARGE

First 60 Minutes	\$200.00
Additional 30 Minute Increments	\$100.00

12.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Charge:

\$10.00

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US Signal Company, L.L.C.

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12. RATES & CHARGES (Cont'd)

12.5 [Deleted]

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[12. RATES & CHARGES (Cont'd)

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US Signal Company, L.L.C.

12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES

12.6.1 Custom Calling Service

Rates and Charges

A. Monthly Charges

Rates for this service are located in the Rate Schedules for Section 12.7.1.1, Residential Network Switched Service.

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Sections 12.7.1.1(A), Residential Network Switched Service.

12.6.2 CLASS Services

Rates and Charges

A. Monthly Charges

Rates for this service are located in the Rate Schedules for Sections 12.7.1.1, Residential Network Switched Service.

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Sections 12.7.1.1, Residential Network Switched Service.

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12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.3 Busy Line Verification and Interrupt Service

Busy Line Verification Charge, each request	\$2.50
Verification and Interruption Charge, each request	\$3.00
12.6.4 Directory Assistance Service	
Directory Assistance	\$1.00
Directory Assistance Call Completion	\$1.50
Directory Assistance, 3 ^{KI} Party Billed	\$2.50
12.6.5 Local Operator Service*	
Customer Dialed	\$1.00
Person to Person	\$4.80
Third Number Billed	\$2.00
Station to Station	\$2.50

* These charges are applied in addition to the local usage charges specified above.

12.6.6 [Reserved for future use.]

12.6.7 Blocking Service

Nonrecurring Charges*

500, 700, 900 Blocking - Residential

\$20.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

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12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.7 Blocking Service (Cont'd)

	Recurring	Nonrecurring
Third Number Billed and Collect Call		
Restriction		
- Residential	\$5.00	\$20.00
- Business	\$5.00	\$20.00
Toll Restriction		
- Residential	\$5.00	\$20.00
- Business	\$5.00	\$20.00
Toll Restriction Plus Directory		
Assistance		
- Residential	\$5.00	\$20.00
- Business	\$5.00	\$20.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

12.6.8 Vanity Number Service

	Monthly Recurring	Non-Recurring
Set-up Charges		· · · · · · · · · · · · · · · · · · ·
- Residential	\$10.00	\$20.00

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12.7 RESIDENTIAL NETWORK SWITCHED SERVICES

12.7.1 Measured Rate Service

A. Base Service Line

Nonrecurring Connection Charge, New install:

\$75.00

Term of Service	Monthly Recurring Charges	
Month-to-Month 12 Month 24 Month 36 Month 48 Month 60 Month	\$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00	

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12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd)

12.7.1.1 Custom Calling Features:

A. <u>Standard Features - Per Line:</u>

	First	Additional
Nonrecurring Connection Charge:	\$20.00	\$20.00
Monthly Charges:		
Three-Way Conference, Consultation	\$1	0.00
Call Forwarding Variable	\$1	0.00
Call Forwarding Busy Line	\$1	0.00
Call Forwarding Don't Answer	\$1	0.00
Call Forwarding BUDA	\$1	5.00
Call Waiting Terminating	-	5.00
Call Waiting Originating		5.00
Speed Calling One Digit (8)	\$1	0.00
Speed Calling Two Digit (30)		0.00
Call Forward Remote Access		5.00
Call Transfer		0.00
Direct Connect Line	\$	5.00

Package Deals	% Discount applied to individual feature prices.
Any 2 features Any 3 features	50% 50%
Any 4 features	50%

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12. RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd)

12.7.1.1 Customer Calling Features (Cont'd)

B.	Hunt Group Charge:	<u>First</u>	Additional
No	onrecurring Connection Charge:	\$20.00	\$20.00
N	Ionthly Recurring Charges:		
	- Sequential Hunting	\$10.00	
	- Circular Hunting	\$10.00	
Hun	ting Line Charge:		
		First	Additional
N	onrecurring Connection Charge:		
	- Sequential Hunting	\$20.00	\$20.00
	- Circular Hunting	\$20.00	\$20.00
Ν	Ionthly Recurring Charges:		
	- Sequential Hunting	\$10.00	
	- Circular Hunting	\$10.00	

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12. RATES & CHARGES (Cont'd)

12.7 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd)

	D.	CLASS Features Lin	e Charge:		
			ecurring <u>fonthly</u>	Nonrecur First	ring <u>Additional.</u>
		CLASS Features		ſ	
		<u>Line Charge:</u> Caller ID Block Caller ID Call Return Repeat Dialing	\$15.00 \$ 5.00 \$10.00 \$10.00	\$20.00 \$20.00 \$20.00 \$20.00	\$20.00 \$20.00 \$20.00 \$20.00
D.		CLASS Features Usage	Charge:		
		CLASS Features Usag	e Charge:	Per Use	
		Call Return Repeat Dialing Call Trace		Max. \$1.00 \$1.00 \$2.50	

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12. RATES & CHARGES (Cont'd)

12.8 RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

12.7.1 Measured Rate Service (Cont'd.)

B. Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section 12.5.

2. Term Commitment Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

	Per Minute Rates		
Term Period	Local Calling	Toll	
12 Month	\$0.10	\$0.150	
24 Month	\$0.10	\$0.150	
36 Month	\$0.10	\$0.150	
48 Month	\$0.10	\$0.150	
60 Month	\$0.10	\$0.150	

Basic Monthly Service

\$50.00

12.8 BUSINESS NETWORK SWITCHED SERVICES

12.8.1 Measured Rate Service

12.7.2

A. Base Service Line

Nonrecurring Connection Charge, New Install:

Term of Service	Monthly Recurring Charges	
Month-to-Month 12 Month 24 Month 36 Month 48 Month 60 Month	\$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00	

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\$75.00

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12. RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

12.8.1.1 Custom Calling Features:

A. Standard Features - Per Line:	First	Additional
Nonrecurring Connection Charge:	\$20.00	\$20.00
Monthly Charges:		
Call Waiting Terminating Call Waiting Originating		15.00 15.00
Package Deals	% Discount applied to individual feature prices.	
Any 2 features	50%	
Any 3 features	50%	
Any 4 features	50%	

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12. RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES

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12.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

12.8.1 Measured Rate Basic Business Line Service (Cont'd)

12.8.1.1 Custom Calling Features: (Cont'd)

	Recurring	Nonrecu	rring
	Monthly	First	<u>Additional.</u>
CLASS Features			
Line Charge:			
Caller ID	\$15.00	\$20.00	\$20.00
Block Caller ID	\$ 5.00	\$20.00	\$20.00

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12. RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES

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12. RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES

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12. RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES

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US Signal Company, L.L.C.

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12. RATES & CHARGES (Cont'd)

12.8 BUSINESS NETWORK SWITCHED SERVICES

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12. RATES & CHARGES (Cont'd)

12.9 Alternate Telephone Number Listings

Non-Published	Monthly	Nonrecurring First	Additional
- Residence	\$3.50	\$20.00	\$20.00
Non-Listed - Residence	\$3.50	\$20.00	\$20.00
Additional Listing - Residence	\$3.50	\$20.00	\$20.00
Cross-Reference Listing - Residence	\$3.50	\$20.00	\$20.00
Extra Line Listing - Residence	\$3.50	\$20.00	\$20.00
Foreign Listing - Residence	\$3.50	\$20.00	\$20.00

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12. RATES & CHARGES (Cont'd)

12.10 BUNDLED SERVICES PLANS

12.10.1 [Deleted]

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12. RATES & CHARGES (Cont'd)

12.10 BUNDLED SERVICES PLANS

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RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1

13. SERVICE AREA MAP

Issued: March 19, 2001

Issued by:

Barry Raterink, President RVP Fiber Company, L.L.C. 20 Monroe, N.W., Suite 450 Grand Rapids, Michigan 49503 (616) 988-7000

Issued under authority of the Public Utilities Commission of Ohio in Case No. TC1:459104.2

Effective:

RVP FIBER COMPANY, L.L.C.

P.U.C.O. No. 1 Addendum A

Original Page A-1

Effective Rate Schedule

A. Telephone Surcharges/Taxes

In addition to all recurring, non-recurring, minimum usage, or special charges, the subscriber shall pay each of the following surcharges designed to recover Ohio utility taxes imposed on Carrier:

(i) <u>State Tax Surcharge</u>, imposed on all charges for recurring, non-recurring, minimum, usage, or special charges for intrastate service as follows:

Period	Surcharge	
7/1/2000 & beyond	2.8273%	

The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber pursuant to Section 2.6.1 of this tariff.

Issued: March 19, 2001

Issued by:

Barry Raterink, President RVP Fiber Company, L.L.C. 20 Monroe, N.W., Suite 450 Grand Rapids, Michigan 49503 (616) 988-7000

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Effective Rate Schedule

<u>RATES</u>

All pricing for Services is on an Individual Case Basis ("ICB") only. See Section 9.3 of this Tariff.

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Effective Rate Schedule

<u>RATES</u>

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<u>RATES</u>

B.5 [Reserved for future use.]

B.6 SUPPLEMENTAL SERVICES

B.6.1 Custom Calling Service

Rates and Charges

1. Monthly Charges

Rates for this service are located in the Rate Schedules for Section B.7.1.1, Residential Network Switched Service.

2. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section B.7.1.1(A), Residential Network Switched Service.

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<u>RATES</u>

B.6 SUPPLEMENTAL SERVICES (Cont'd)

B.6.2 CLASS Services

Rates and Charges

A. Monthly Charges

Rates for these services are located in the Rate Schedules for Section B.7.1.1, Residential Network Switched Service.

C. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section B.7.1.1, Residential Network Switched Service.

B.6.3 Busy Line Verification and Interrupt Service

Busy Line Verification Charge, each request	\$1.25
Verification and Interruption Charge, each request	\$1.75

B.6.4 Directory Assistance Service

Directory Assistance	\$0.45
Directory Assistance Call Completion	\$0.50
Directory Assistance, 3rd Party Billed	\$1.25

B.6.5 Local Operator Service

Per Call

Customer Dialed	\$0.50
Person to Person Collect	\$3.49
Third Party Billed	\$1.33
Station to Station	\$1.58

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<u>RATES</u>

B.6 SUPPLEMENTAL SERVICES (Cont'd)

B.6.6 Blocking Service

	Nonrecurring Charges*
500, 700, 900 Blocking	
- Residential	\$10.00

A \$10 charge only applies when adding blocking to an access line after initial conversion.

B.6.7 Blocking Service Third Number Billed and	Mo	onthly Charges Non-Recurring
Collect Call Restriction - Residential	\$0.01	\$10.00
Toll Restriction - Residential	\$0.01	\$10.00
Toll Restriction Plus Directory Assistant - Residential	ce \$0.01	\$10.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

B.6.8 Vanity Number Service

	Monthly	
	Recurring	Non-Recurring
Residential Customer	\$5.25	\$10.00

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B.7

	Effective Rate Schedule			
	RATES			
RESII	DENTIAL NETWORK SWITCHED SERVICE	S		
B.7.1	Measured Rate Service			
	Nonrecurring Connection Charge, New Install:		\$45.00	
	Monthly recurring Charges: -Each Base Service Line		\$22.00	
	6.7.1.1 Custom Calling Features:			
A	Standard Features - Per Line			
	Nonrecurring Connection Charge:	-		Additional \$10.00
	Monthly Charges:			
A 2	Three-Way Conference, Consultation Call Forwarding Variable Call Forwarding Busy Line Call Forwarding Don't Call Forwarding BL/DA Call Waiting Terminating Call Waiting Originating Speed Calling One Digit Speed Calling Two Digit Call Forward Remote Access Call Transfer Direct Connect Line	(8) (30)	\$5.25 \$5.25 \$5.25 \$5.25 \$8.00 \$8.00 \$8.00 \$5.25 \$5.25 \$5.25 \$5.25 \$5.25 \$5.25 \$5.25 \$5.25 \$2.75	
-	features, 10% off			

Any 3 features, 10% off Any 3 features, 15 % off Any 4 features, 20% off

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US Signal Company, L.L.C.

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Effective Rate Schedule

<u>RATES</u>

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<u>RATES</u>

B.8 BUSINESS NETWORK SWITCHED SERVICES

- B.8.1 Measured Rate Service
 - A. Base Service Line

Nonrecurring Connection Charge, New Install:	\$45.00
-Each Base Service Line	

Term of Service	Monthly Recurring Charges
Month-to-Month	\$22.00
12 Month	\$19.50
24 Month	\$18.50
36 Month	\$17.50
48 Month	\$16.50
60 Month	\$15.50

B.8.1.1 Custom Calling Features

- A. [Deleted]
- B. [Deleted]
- C. [Deleted]
- D. CLASS Features Line Charge

Nonrecurring Connection Charge	<u>First</u>	Additional
	\$10.00	\$10.00
Monthly Recurring Charges	Per Line, Pe	r Month
Caller ID	\$8.00	
Caller ID Blocking	\$0.00	

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Effective Rate Schedule

<u>RATES</u>

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Effective Rate Schedule

<u>RATES</u>

B.8 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

B.8.1 Measured Rate Service (Cont'd)

B.8.1.1	Custom Calling Features (Cont'd)	
E.	CLASS Features Usage Charge:	Per Use
	Call Trace	\$1.50

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Effective Rate Schedule

RATES

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RVP FIBER COMPANY, L.L.C. P.U.C.O. No. 1 Addendum B

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Effective Rate Schedule

B.8 RETURNED CHECK CHARGE

Returned Check Charge

\$20.00 For each returned check.

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Effective Rate Schedule

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in

Case No(s). 11-2633-TP-ATA, 90-9191-TP-TRF

Summary: Application In the Matter of the Application of US Signal Company, L.L.C. to Detariff Services and make other changes related to the implementation of Case No. 10-1010-TP-ORD electronically filed by Ms. Katherine Barker Marshall on behalf of US Signal Company, L.L.C.