



LDMI Telecommunications, Inc.  
600 Willowbrook Office Park  
Fairport, NY 14450

May 19, 2011

Public Utilities Commission of Ohio  
Chief of Docketing Division  
180 East Broad Street, 3<sup>rd</sup> Floor  
Columbus, Ohio 43215-3793

Re: Detariffing Filing  
LDMI Telecommunications, Inc.  
P.U.C.O. Tariff No. 1  
90-9106-TP-TRF  
11-2969-TP-ATA

Dear Sir/Madam:

LDMI Telecommunications, Inc. ("LDMI") is electronically submitting this Application Form for Detariffing and Related Actions submitted pursuant to the Commission Order in Case No. 10-1010-TP-ORD.

Thank you for your assistance in processing this filing. If there are any questions, please do not hesitate to contact me at (281) 465-1431 or [julie.dishman@paetec.com](mailto:julie.dishman@paetec.com).

Sincerely,

/s/ Julie Dishman  
Julie Dishman  
Manager, Regulatory & Tariffs  
8665 New Trails Drive, #200  
The Woodlands, TX 77381  
281-465-1431  
[julie.dishman@paetec.com](mailto:julie.dishman@paetec.com)

**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 LDMI )  
Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a )  
Cavalier Business Communications, d/b/a Cavalier Telephone )  
and TV )

TRF Docket No. 90-9106

Case No. 11 - 2969 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

to Detariff Services and make other changes related to the  
Implementation of Case No. 10-1010-TP-ORD

Name of Registrant(s) LDMI Telecommunications, Inc

DBA(s) of Registrant(s) Cavalier Telephone / Cavalier Business Communications / Cavalier Telephone and TV

Address of Registrant(s) 600 Willowbrook Office Park, Fairport, NY 14450

Company Web Address www.cavtel.com

Regulatory Contact Person(s) Judith Messenger

Phone 585-340-2822

Fax 585.770.2498

Regulatory Contact Person's Email Address Judith.Messenger@paetec.com

Contact Person for Annual Report Judith Messenger

Phone 585-340-2822

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Christine Neff

Phone 319-790-6702

Address (if different from above) One Martha's Way, Hiawatha, IA 52233

**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.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

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

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

Part III. -- Attestation

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

AFFIDAVIT

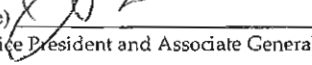
*Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, LDMI Telecommunications, Inc., and am authorized to make this statement on its behalf.  
(Name)

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) 5/13/11 at (Location) Fairport, NY 14450

\*(Signature and Title)   
John Messenger, Vice President and Associate General Counsel

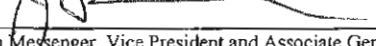
(Date) 5/13/11

- 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, John Messenger

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.

\*(Signature and Title)   
John Messenger, Vice President and Associate General Counsel

(Date) 5/13/11

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

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

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

Or

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

LDMI Telecommunications, Inc.

## **EXHIBIT A**

Existing Affected Tariff Pages

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LOCAL EXCHANGE SERVICES

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*This Tariff PUCO Tariff No. 7, Issued by LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV Cancels and Replaces in its Entirety PUCO Tariff No. 5.*

RATES, TERMS AND CONDITIONS

RELATING TO THE PROVISION OF

LOCAL EXCHANGE SERVICES

IN THE STATE OF OHIO

BY

LDMI TELECOMMUNICATIONS, INC.

d/b/a Cavalier Telephone  
d/b/a Cavalier Business Communications  
d/b/a Cavalier Telephone and TV

90-9106-TP-TRF

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

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

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Issued: April 10, 2008  
By:

Effective: April 10, 2008  
Francie McComb, Senior Vice President – Law & Public Affairs  
2134 W. Laburnum  
Richmond, Virginia 23227  
Case No. 08-353-TP-ATA  
OHL0801a

LOCAL EXCHANGE SERVICES

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CHECK SHEET

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Sheet No.</u>	<u>Level</u>		<u>Sheet No.</u>	<u>Level</u>	
1	Second	*	31	Original	
2	Original		32	Original	
3	Original		33	Original	
4	Original		34	Original	
5	Original		35	Original	
6	Original		36	Original	
7	Original		37	Original	
8	Original		38	Original	
9	Original		39	Second	*
11	Original		40	First	
12	Original		41	Second	*
12.1	Original		42	Original	
13	Original		43	Original	
14	Original		44	Original	
15	Original		45	Original	
16	Original		45.1	Original	
17	Original		46	Original	
18	Original		47	Original	
19	Original		48	Original	
20	Original		49	Original	
21	Original		50	Original	
21.1	Original		51	Original	
22	Original		52	Original	
23	Original		53	Original	
24	Original		54	Original	
25	Original		54.1	Original	
26	Original		55	Original	
27	Original		56	Original	
28	Original		57	Original	
29	Original		58	Original	
30	Original		59	Original	

*\* Indicates Tariff Pages Included with this Filing.*

LDMI Telecommunications, Inc.  
d/b/a Cavalier Telephone  
d/b/a Cavalier Business Communications  
d/b/a Cavalier Telephone and TV

Tariff P.U.C.O. No. 7  
Original Page 2

LOCAL EXCHANGE SERVICES

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CHECK SHEET, (Cont'd.)

<u>Sheet No.</u>	<u>Level</u>
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
66	Original
67	Original
68	Original
69	Original
70	Original
71	Original
72	Original
73	Original
74	Original
75	Original

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Issued: December 24, 2009

By:

Francie McComb, Senior Vice President – Law & Public Affairs  
2134 W. Laburnum  
Richmond, Virginia 23227

Effective: January 1, 2010

Case No. 09-\_\_\_\_-TP-ATA  
OHL0901

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LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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LOCAL EXCHANGE SERVICES

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the PUC of Ohio, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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LOCAL EXCHANGE SERVICES

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APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

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

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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

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LOCAL EXCHANGE SERVICES

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Class of Service - A description of telephone service furnished a Customer.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - LDMI Telecommunications, Inc. d/b/a LDMI Telecommunications, also d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone and TV, unless otherwise clearly indicated by the context.

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

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LOCAL EXCHANGE SERVICES

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Flat Rate Service - A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

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

LDMI - Used throughout this tariff to mean LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone and TV, unless clearly indicated otherwise by the text.

LEC - Local Exchange Company

Off-Net - Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

On-Net - Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than SBC.

Premises - A building or buildings on contiguous property.

P.U.C.O. - Public Utilities Commission of Ohio.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary - Routes a call to an idle Station line.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 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 originating from points within the State of Ohio, and terminating within a local calling area as defined herein, or outside of the local calling area, but within the State of Ohio.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another Company, or are used by another Company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5 The Company may serve Customers in the State of Ohio through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6 The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.
- 2.1.7 The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract 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.
- 2.2.2 Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4 In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- 2.2.5 Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6 The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Limitations, (Cont'd.)

2.2.7 The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. Customers will be notified and pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

2.3 Liabilities of Company

2.3.1 The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.

2.3.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.

2.3.3 The Company is not liable for any act or omission of any other Company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.

2.3.4 The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

2.3.5 The Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Liabilities of Company, (Cont'd.)

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.9 The Company shall be indemnified and held harmless by the Customer against the following:
- A. Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
  - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.3.10 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.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service

2.7.1 Billing and Collection of Charges

- A. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Monthly invoices sent to the Customer are due nineteen (19) days from the date of the postmark on the bill. If the bill is not paid by the due date, it becomes past due and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- C. In no case shall service be actually disconnected until seven days after written notice has been given to the Customer.
- D. Returned Check Fee - A return check charge will be assessed for checks returned for insufficient funds. The Company may waive the returned check fee under appropriate circumstances.

	<u>Current</u>
Per Returned Check	\$25.00

- E. Customer Bills will be rendered pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.
- F. Adjustments to subscriber bills for local service will be made pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service, (Cont'd.)

2.7.10 Billing and Collection of Charges, (Cont'd.)

- G. If the Customer requests a duplicate bill, there is a charge for the processing and mailing of this request

	<u>Maximum</u>	<u>Current</u>
Duplicate Bill Charge, Per Bill	\$50.00	\$25.00

- H. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

If you have a dispute that is not resolved after you have called LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications also d/b/a Cavalier Telephone and TV, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

- I. If the service is disconnected by the Company (in accordance Section 2.11) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.11) and later restored, restoration of service will be subject to the nonrecurring rates in Section 4 of this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in pursuant to the Minimum Telephone Service Standards as codified Sections 4901:1-5 and of the Ohio Administrative Code. No such deposit will be required of a Customer that has established satisfactory credit. All deposits will be handled in accordance with Sections 4901:1-5 of the Ohio Administrative Code and 14. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

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

2.8.2 A deposit will be returned:

When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.

Upon the discontinuance of service. The Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for that service. At the option of the Company, such a deposit may be refunded or credited to the Subscriber at any time prior to the termination of the service.

2.8.3 The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

2.9 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of the Company may cancel service by providing thirty (30) days' written notice to the Company. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service.

2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.11.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

2.11.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

2.11.5 For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.

2.11.6 In the event of tampering with the equipment furnished and owned by the Company.

2.11.7 In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 Refusal or Discontinuance by Company, (Cont'd.)

- 2.11.8 In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9 For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
- 2.11.10 For Customer's breach of the contract for service between the Company and the Customer.
- 2.11.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.12 The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.
- 2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:
- A. Impersonation of another with fraudulent intent.
  - B. Nonpayment of any sum due the Company, as set forth in 2.11.14, 2.11.15, and 2.11.16 below.
  - C. Abuse or fraudulent use of service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 Refusal or Discontinuance by Company, (Cont'd.)

2.11.14 Discontinuance of Service

- A. For purposes of this section, all regulated telephone services provided by the Company, except toll services, shall be defined as local service.
- B. The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

Disconnection notices issued by the Company and pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code, must inform the subscribers facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to Customers whose local services charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

- C. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- D. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.
- E. Disconnection of Local Service will be conducted pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may from time to time engage in special promotions of limited duration of its services offerings designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per Customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Commission Rules.

2.14 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

2.15 Terms and Conditions

2.15.1 Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.

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

2.15.3 At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.16 Non-Routine Installation

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

2.17 Special Construction And Special Arrangements

2.17.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

- A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- B. Of a type other than that which the Company would normally utilize in the furnishing of its services,
- C. Over a route other than that which the Company would normally utilize in the furnishing of its services,
- D. In a quantity greater than that which the Company would normally construct,
- E. On an expedited basis,
- F. On a temporary basis until permanent facilities are available,
- G. Involving abnormal costs, or
- H. In advance of its normal construction.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.17.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) 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, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.4 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 the Customer. The Customer will be notified of the termination liability provisions prior to installation.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.
- C. Inclusion of early termination liability by the company in its tariff or contract does not constitute a dermination by the Public Utilites Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.18 Universal Emergency Telephone Number Service (911, E911)

2.18.1 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.

2.18.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.18.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating -station location are furnished to the Public Safety Answering Point.

2.18.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or their appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.18 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

2.18.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct) , to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.19 Resale and Sharing

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITY COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utilities Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Rates for Resale and Sharing Service are the same as the tariffed retail rates found in Section 7.0.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability

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.

Service Provider Number Portability (SPNP) is only available to telecommunication 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.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a Customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the Customer's service location remains within the same Company rate center.

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976 and 960.

General Regulations as found in this Tariff apply to this Section unless otherwise specified in this Section. The term "Customer", which appears herein, is the equivalent of the term "telecommunication carrier" as used in this Section.

Telecommunication Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in the Company's FCC Access Services Tariff, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability, (Cont'd.)

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last days which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area. (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the FCC and/or the PUCO.

2.20.1 Responsibilities of the Company

The Company's sole responsibility is to comply with the service request it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user. The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

2.20.2 Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service are requested by the Telecommunication Carrier or, where the conversion from en-user to SPNP service has already occurred, my choose to restore the end-user's prior service with the Company and terminate the SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.



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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability, (Cont'd.)

2.20.2 Responsibilities of the Telecommunication Carrier, (Cont'd.)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipments and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one for the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the calling handling, processing and billing responsibilities of the parties.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability, (Cont'd.)

2.20.4 Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

2.21 Service Quality

The Company will adhere to minimum service quality and service levels pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code

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LOCAL EXCHANGE SERVICES

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SECTION 3.0 - EXCHANGE SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariffs of AT&T Ohio. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES

4.2 Nonrecurring Charges

4.2.1 Nonrecurring Service Charges

Unless otherwise specified with the service description, the following Nonrecurring Service Charges apply to all services. Nonrecurring Service Charges are billed on the next month's bill immediately following work performed by the Company. Nonrecurring Charges apply to processing service orders for new service, changes in service, additions or changes to features, for line disconnections, restoration of service. Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises. The following Nonrecurring Charges apply unless specifically listed otherwise with the the service description.

A. Nonrecurring Charges - Tier 1 Services

The following Nonrecurring Charges are applicable to Tier 1 Services.

Residential	<u>Maximum</u>	<u>Current</u>
Service Order Charge, Per Account	\$ 32.00	\$17.65
Central Office Connection Charge Per Line	\$ 16.00	\$ 8.25
Line Connection Charge Per Line	\$ 20.00	\$10.60
Change in Service Charge		
Simple Per Account	\$ 18.00	\$ 9.30
Complex Per Account	\$ 56.00	\$28.85
Add or Change Line Features Per Line	\$ 14.00	\$ 6.00
Business		
Service Order Charge, Per Account	<u>Maximum</u>	<u>Current</u>
Simple Per Account	\$ 52.00	\$25.50
Complex Per Account	\$ 80.00	\$15.85
Central Office Connection Charge		
Simple Per Line	\$ 26.00	\$13.00
Complex Per Line	\$ 34.00	\$17.00
Line Connection Charge		
Simple Per Line	\$ 48.00	\$21.38
Complex Per Line	\$ 32.00	\$17.38
Change in service Charge		
Simple Per Account	\$ 18.00	\$ 9.30
Complex Per Account	\$ 56.00	\$35.00
Add or Change Line Features Per Line	\$ 14.00	\$ 7.40

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.2 Nonrecurring Charges, (Cont'd.)

4.2.1 [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.2 Nonrecurring Charges, (Cont'd.)

4.2.2 Service Restoral

A Service Restoral charge applies when service is reconnected after suspension or disconnection. The Service Restoral charge applies in addition to all other applicable charges.

A. Service Restoral Charge - Tier 1 Services

The following Service Restoral Charges are applicable to Tier 1 Services.

	Per Occurrence	
	<u>Maximum</u>	<u>Current</u>
Residential		
Simple, Per Line	\$ 60.00	\$32.30
Complex, Per Line	\$120.00	\$26.55
Business:		
Simple, Per Line	\$ 60.00	\$50.00
Complex, Per Line	\$160.00	\$50.00

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.2 Nonrecurring Charges, (Cont'd.)

4.2.3 Maintenance Visit Charges – Premises Visit

A. Description

Maintenance Visit Charges – Premises Visit apply when the Company dispatches personnel to a business or residential Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities. The Customer will be advised, before a visit of the possibility of a premises charge. The Customer will also be advised to check the Network Interface Device (NID) in accordance with PUCO Case No. 86-927-TP-COI. Lastly, the Customer will be advised that if a NID is not in place and the Company cannot ascertain with certainty that the service difficulty is located on the Customer's side of the demarcation point, the Company is required to come to the location at no charge to diagnose the problem and install a NID, at no charge during this premises visit.

B. Rates and Charges

	<u>Maximum</u>	<u>Current</u>
First 60 Minutes or fraction thereof	\$120.00	\$120.00
Each Add'l 15 minutes or fraction thereof	\$ 30.00	\$ 30.00

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.2 Nonrecurring Charges, (Cont'd.)

4.2.4 Presubscribed Carrier Change Charge

A. Description

New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.2 Nonrecurring Charges, (Cont'd.)

4.2.4 Presubscribed Carrier Change Charge, (Cont'd.)

A. Description, (Cont'd.)

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

B. Rates and Charges

1. Presubscription-2\_(PIC)

Per PIC Change, Per Line:

	<u>Maximum</u>	<u>Current</u>
Manual Process	\$5.00	\$5.00
Electronic Process	\$1.25	\$1.25

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES

5.1 Basic Network Switched Service

5.1.1 General Description

- A. Basic Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Basic Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Basic Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- Receive calls from other stations on the public switched telephone network;
- Access the Company's local calling service;
- Access the Company's (or its underlying carrier's) operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- Access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 101XXXX).

Business and Residential Lines are provided for connection to Customer-provided terminal equipment. Nonrecurring, recurring, and usage charges apply as described herein.

The local calling area (i.e, exchange and EAS calling) mirrors the local calling area for basic local exchange service provided by the incumbent local exchange company for the same exchange.

A white pages standard directory listing is included with each unit of wireline service.

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.1 General Description, (Cont'd.)

B. [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.1 General Description, (Cont'd.)

C. [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.1 General Description, (Cont'd.)

D. Timing of Calls

Where applicable, the following rate period and timing parameters apply:

1. Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.
2. Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.
3. Chargeable time for all calls ends when one of the parties disconnects from the call.
4. Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.2 Basic Business Service

A. Basic Business Line Enhanced

1. Description and Availability

Basic Business Line Enhanced is available only to on-net business Customers and provides the functions described in Section 5.1.1.A at rates set forth in Section 5.1.2.A.3.

2. Calling Features

A Basic Business Line Enhanced on-net Customer may subscribe to any and all optional calling features available in their serving area. A separate charge is assessed for each feature at rates set forth in Section 5.2.4 or in the Company's Price List No.1.

3. Rates and Charges

a. Nonrecurring rates apply, as set forth in Section 4.1.

b. Monthly Recurring Charge

	<u>Maximum Rate</u>	<u>Current</u>
Per Line, Per Month:	\$100.00	\$51.00 (I)

c. Local Usage Charge Per Message

	<u>Maximum Rate</u>	<u>Current</u>
Per Message:	\$0.1650	\$0.0875

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LOCAL EXCHANGE SERVICES

---

SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.2 Basic Business Service (Cont'd.)

B. Off-Net Basic Business Line

1. Description and Availability

Off-Net Basic Business Line is available only to business Customers of record who subscribe to one of the Company's local business offerings as of March 2, 2005. Off-Net Basic Business Line provides the functions described in Section 5.1.1.A at rates set forth in Section 5.1.2.B.3. Off-Net Basic Business Line is available for the following:

- a. New off-net line(s) added to the Customer's existing account;
- b. Existing line(s) moved to a new off-net location.

2. Calling Features

A Customer who subscribes to Off-Net Basic Business Line service may subscribe to any and all optional calling features available in their serving area. A separate charge is assessed for each feature at rates set forth in Section 5.2.4 or in the Company's Price List No. 1.

3. Rates and Charges

- a. Nonrecurring rates apply, as set forth in Section 4.1.
- b. Monthly Recurring Charge

	<u>Maximum</u>	<u>Current</u>
Per Line, Per Month	\$100.00	\$52.00

c. Local Usage Charge Per Message

	<u>Maximum Rate</u>	<u>Current</u>
Per Message	\$0.1650	\$0.0875 (I)

*\*Off-Net Basic Business Line is available only to business Customers of record who subscribe to one of the Company's local business offerings as of March 2, 2005.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.2 Basic Business Service, (Cont'd.)

C. Grandfathered Business Service \*

1. Monthly Recurring Charges

The following access areas, i.e, rate schedule groups, are based on access areas as defined in Section 3. Volume discounts are available.

			<u>Maximum</u> Access Areas		
			B	C	D
Business	Line,	without	\$60.00	\$64.00	\$65.00
Business	Line,	with Hunting	\$70.00	\$64.00	\$65.00
Business	Trunk,	with Hunting	\$70.00	\$75.00	\$77.00

			<u>Current</u> Access Areas		
			B	C	D
Business	Line,	without	\$18.00(I)	\$20.00(I)	\$22.25(I)
Business	Line,	with Hunting	\$21.45(I)	\$23.45(I)	\$25.70(I)
Business	Trunk,	with Hunting	\$21.45(I)	\$23.45(I)	\$25.70(I)

2. Per Message Charges – Message Service

A Per Message Charge applies when the Customer exceeds the monthly message allowance per business line/trunk.

Business Customers have a monthly call allowance of 73 messages.

Per message, in excess of the	<u>Maximum</u>	<u>Current</u>
Monthly Call Allowance	\$0.3000	\$0.0800

*\* Effective June 3, 2005, this service is grandfathered and is available only to existing customers at existing locations.*



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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.2 Basic Business Service, (Cont'd.)

D. [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.2 Basic Business Service, (Cont'd.)

D. [Reserved for Future Use]

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.3 Grandfathered Residential Basic Services \*

A. Monthly Recurring Charges

1. The following access areas, i.e, rate schedule groups, are based on access areas as defined in Section 3. Volume discounts are available.

	<u>Maximum</u> Access Areas		
	B	C	D
Residential - Message	\$22.00	\$22.00	\$22.00
Residential - Flat Rate	\$40.00	\$40.00	\$40.00

	<u>Current</u> Access Areas		
	B	C	D
Residential - Message	\$ 6.40	\$ 6.40	\$ 6.40
Residential - Flat Rate	\$13.70	\$13.70	\$13.70

2. Per Message Charges – Message Service

A Per Message Charge applies when the Customer exceeds the monthly message allowance per business line/trunk.

Residential Customers have a monthly call allowance of 30 messages.

	<u>Maximum</u>	<u>Current</u>
Per message, in excess of the Monthly Call Allowance	\$0.3000	\$0.0750

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles

A. General Description

The following local service bundles are available to residential Customers only. Unless otherwise specified in this section, terms and conditions for these services as described in this tariff will apply. Per line Nonrecurring Charges as specified in Section 4 of this tariff apply. Where a Customer is converting existing LDMI service to a Residential Bundle, or a Customer is converting existing ILEC service to an LDMI Residential Bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

B. Additional Lines \*

Additional Line service is only available to residential Customers who purchase, on a continuing basis, a primary local exchange service line provided by LDMI. Primary local exchange service lines are any lines that have not been designated herein as additional or secondary lines.

Monthly Charge, Per Line                      \$20.00

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

C. Essential Choice Enhanced \* +

1. Description

The Essential Choice Enhanced local service bundle is available to on-net residential Customers only.

Essential Choice Enhanced includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Essential Choice Enhanced includes specified features, including Call waiting and Caller.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

D. Ultimate Choice Enhanced \* +

1. Description

Ultimate Choice Enhanced is available to on-net residential Customers and includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Ultimate Choice Enhanced In addition, Essential Choice Enhanced specified optional calling features, including the regulated features - Call Waiting and Caller ID

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

E. Coast-to-Coast Enhanced \* +

1. Description

The Coast-to-Coast Enhanced bundle is available to on-net residential Customers only. Where a Customer is converting existing LDMI service to Coast-to-Coast, or a Customer is converting existing ILEC service to Coast-to-Coast, these nonrecurring charges will be waived.

Coast-to-Coast Enhanced includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Coast-to-Coast specified optional calling features, including the regulated features - Call Waiting, Repeat Dialing and Caller ID.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

F. Ultimate Choice – International 2005 Enhanced \* +

1. Description

Ultimate Choice – International 2005 Enhanced bundle is available to on-net residential Customers only. The bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the Ultimate Choice – International 2005 Enhanced bundle specified optional calling features, including the regulated features - Call Waiting and Caller ID

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

G. Coast-to-Coast – International 2005 Enhanced \* +

1. Description

The Coast-to-Coast – International 2005 Enhanced bundle is available to on-net residential Customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

The Coast-to-Coast – International 2005 Enhanced bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Call Waiting
- Repeat Dialing
- Caller ID\*

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

H. Essential Local\*\* +

1. Description

Essential Local combines basic residential local exchange and various unregulated fetures, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Unlimited Local Calling
- Caller ID on primary line\*
- Call Waiting

\* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

*\*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

I. Ultimate Choice\*\* +

1. Description

Ultimate Choice includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated feature (subject to availability in the Customer's area) included with the Bundle are as follows:

- Caller ID Number \*

\* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

*\*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

J. Coast-to-Coast Bundle\*\* +

1. Description

The LDMI Coast-to-Coast bundle is available to residential Customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a Customer is converting existing LDMI service to Coast-to-Coast, or a Customer is converting existing ILEC service to Coast-to-Coast, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

Coast-to-Coast includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Call Waiting
- Caller ID \*
- Repeat Dialing

\* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

*\*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

K. Ultimate Choice – International 2005\*\* +

1. Description

Ultimate Choice – International 2005 bundle is available to residential Customers only. The bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Caller ID \*
- Call Waiting

\* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

*\*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

L. Coast-to-Coast – International 2005 Enhanced \*\* +

1. Description

The Coast-to-Coast – International 2005 bundle is available to residential Customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a Customer is converting existing LDMI service to the Coast-to-Coast – International 2005 bundle, or a Customer is converting existing ILEC service to the Coast-to-Coast – International 2005 bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

The Coast-to-Coast – International 2005 bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Call Waiting
- Caller ID \*
- Repeat Dialing

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

*\*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.1 Basic Network Switched Service, (Cont'd.)

5.1.4 Residential Local Service Bundles, (Cont'd.)

M. Essential Local\*+ - Grandfathered

1. Description

Essential Local combines basic residential local exchange service with the following services/features:

- Unlimited Local Calling
- Call Waiting

2. Rates and Charges

Monthly Recurring and Nonrecurring charges apply

*\* Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.*

*+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services*

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features

5.2.1 Description

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. Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a Service Order charge for each change or set-up of each occurrence a feature or group of features is added to the Customer's service. Multi-feature discounts are available.

5.2.2 Definition of Line Features

[Reserved for Future Use]

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features, (Cont'd.)

5.2.2 Definition of Line Features, (Cont'd.)

Touch-Tone Service - Provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities.

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.

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features, (Cont'd.)

5.2.2 Description of Line Features

[Reserved for Future Use]

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features, (Cont'd.)

5.2.2 Definition of Line Features, (Cont'd.)

Call Trace - Allows a Customer to dial a code to automatically request that the Company or specified Utility record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation purposes.

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LOCAL EXCHANGE SERVICES

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features, (Cont'd.)

5.2.3 Customer Local Area Signaling Services (CLASS) Blocking

A. Per Line Number Blocking (Calling Number Delivery Suppression)

This blocking 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 private and semi-private Customers at their discretion. To deactivate the privacy status, the Customer must 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 Number Blocking.

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LOCAL EXCHANGE SERVICES

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features, (Cont'd.)

5.2.4 Rates and Charges

A. Nonrecurring Charges

Nonrecurring Charges as specified in Section 4.1.1 apply.

B. Monthly Recurring Charges

1. Residential Monthly Recurring Charges:

<u>Custom Calling Features</u>		<u>Current</u>
Call Waiting		\$5.00
<u>Advanced Custom Calling Features</u>		<u>Maximum</u>
Caller ID		\$25.00
Call Trace, Per Successful Trace*		\$5.00*
Per Line Number Blocking		\$0.92

*\*Only available on a Per Use Basis.*

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SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

5.2 Optional Calling Features, (Cont'd.)

5.2.4 Rates and Charges, (Cont'd.)

B. Monthly Recurring Charges, (Cont'd.)

2. Business Monthly Recurring Charges

<u>Custom Calling Features</u>		<u>Current</u>
Call Waiting		\$7.00
<u>Advanced Custom Calling Features</u>		<u>Maximum</u>
Caller ID	\$35.00	\$8.00
Call Trace, Per Successful Trace*	N/A	\$5.00*
Per Line Number Blocking	N/A	\$2.00

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LOCAL EXCHANGE SERVICES

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SECTION 6 – MISCELLANEOUS SERVICES

6.1 Local Operator Services

6.1.1 Description

Local Operator Services allow Customer to place calls using operator assistance for call completion or billing. The Company shall not bill the Customer for any surcharges or fees imposed by a third party.

6.1.2 Per Call Service Charges

Station to Station	<u>Current</u>
Billed to Calling Card – Automated	\$0.50
Billed to Calling Card–Operator Assisted	\$1.25
Collect	\$1.10
Billed to Third Party	\$1.50
Person to Person	\$3.00

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LOCAL EXCHANGE SERVICES

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SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

6.2 Busy Line Verify and Line Interrupt Service

6.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

- The operator will determine if the line is clear or in use and report to the calling party.

- The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A. A charge applies when:

1. The operator verifies that the line is busy with a call in progress.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption

B. No charge applies when:

1. The calling party advises that the call is to or from an official public emergency agency.
2. Under conditions other than those specified in A. preceding.

6.2.2 Charge per Request

Busy Line Verify Service, Per Request	<u>Current</u>
Business	\$1.20
Residential	\$1.00
Busy Line Interrupt Service, Per Request	
Business	\$1.30
Residential	\$1.30

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LOCAL EXCHANGE SERVICES

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SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

6.3 Directory Assistance

6.3.1 Description

The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

6.3.2 Rates and Charges

	<u>Current</u>
Per Call to Directory Assistance	\$1.25

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LOCAL EXCHANGE SERVICES

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SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

6.5 Directory Listings

6.5.1 Description

The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

6.5.2 Rates and Charges

A. Monthly Recurring Charges

	<u>Current</u>
Initial Listing	No Charge
Additional Listing Charge	
Business	\$2.99
Residential	\$2.99

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LOCAL EXCHANGE SERVICES

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SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

6.6 Non-Published Service

6.6.1 Description

Non-Published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a Non-Published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to another party. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service and provide the Customer a new non-published telephone number.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

6.6.2 Rates and Charges

A. Nonrecurring Charge

	<u>Current</u>
Per Number	\$20.00

B. Monthly Recurring Charge

	<u>Current</u>
Per Number	\$4.00

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LOCAL EXCHANGE SERVICES

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SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

6.7 Non-Listed Service

6.7.1 Description

Non-Listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to another party. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service and provide the Customer a new non-published telephone number.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

6.7.2 Rates and Charges

A. Nonrecurring Charge

	<u>Current</u>
Per Number	\$20.00

B. Monthly Recurring Charge

	<u>Current</u>
Per Number	\$2.95

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LOCAL EXCHANGE SERVICES

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SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 General

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special Construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in this Company's tariffs.

7.1.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.1 Special Construction, (Cont'd.)

7.1.3 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - 1. Equipment and materials provided or used;
  - 2. Engineering, labor and supervision;
  - 3. Transportation;
  - 4. Rights of way; and
  - 5. Shipping and delivery.
- 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 costs 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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LOCAL EXCHANGE SERVICES

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.1 Special Construction, (Cont'd.)

7.1.4 Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

A. The termination liability period is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts for:

1. Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
  - a. Equipment and materials provided or used;
  - b. Engineering, labor and supervision;
  - c. Transportation;
  - d. Rights of way; and
  - e. Shipping and delivery.
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 identified costs related to the specially constructed or rearranged facilities.

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.1 Special Construction, (Cont'd.)

7.1.4 Termination Liability, (Cont'd.)

- C. Calculating Termination Charges – Termination charges shall be computed in accordance with tariff regulations in Section 7.1.4.A and 7.1.4.B or contractual agreements in effect. 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 herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein 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.
- D. Inclusion of early termination liability by the company in its tariff or contract does not constitute a dermination by the Public Utilites Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise

7.2 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 (at 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.

7.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.



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LOCAL EXCHANGE SERVICES

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.4 LDMI Liberate Program

7.4.1 Description

LDMI offers assistance to new LDMI Customers to help defray a portion of the penalties incurred by certain new Customers in switching from other local and long distance telecommunications services. Assistance is provided in the form of a credit applied to the Customer's LDMI invoice.

In order to qualify for this credit the Customer must meet the following criteria:

- Customer must sign a two or three year term agreement with LDMI and the LDMI Liberate Program Agreement. The LDMI Liberate Program requires and specifies a make up to minimum monthly commitment and includes any credits issued under the program as part of the termination penalty.

The amount of credit is determined by the following:

- Up to three (3) months credit with an LDMI three (3) year term agreement.
- Up to two (2) months credit with an LDMI two (2) year term agreement.
- Maximum credit amount cannot exceed the penalty assessed by the previous provider. A copy of the penalty invoice must be received prior to LDMI issuing the credit to the Customer.
- The credit will be applied over three (3) months with a three (3) year commitment or two (2) months with a two (2) year commitment.

The monthly credit is based on the estimated billing as determined by LDMI based on information provided by the Customer. For purposes of the credit, monthly billing includes:

- All local Monthly Recurring Charges, except Directory Listings, LNP, 911 (Local line, features are included)
- All Standard Local Usage Charges
- All T1 Access Charges
- If the Customer's actual billing is significantly less than the estimated based on information provided by the Customer, then LDMI reserves the right to recalculate the credit amount.

\*Non-recurring charges are not included in the definition of monthly billing.

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LOCAL EXCHANGE SERVICES

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.5 Discounted Pricing Plans \*

7.5.1 Description

The Company is offering the following discounts off its monthly recurring and usage charges based upon a non-term plan (month to month) or term plan agreement as specified by the Customer. These discount plans are available to retain existing subscribers or reacquire Customers who have discontinued service with the Company.

Discounts are applied to the base program rates currently identified in this tariff. Customers selecting a term plan are agreeing to fulfill the minimum time requirement of the contract. Customers who terminate services prior to fulfilling their term commitment may be assessed a termination liability fee in an amount equal to the recurring charges for the services included under the term agreement multiplied by the number of months remaining in their term. The termination liability will be billed in one lump sum.

Eligible Customers include those business Customers with standard business lines, PBX trunks and DID trunks. Discounted pricing plans will not be available for lines with Business Features Packages.

Customers being reacquired from a facilities-based provider must have a minimum two (2) year contract to receive discounted pricing plans.

The discount is applicable to Local Service Monthly Recurring Charges, Feature Charges and local usage.

The following services and/or charges are not eligible for discounted pricing:

Directory Assistance  
Carrier Recovery Charge (PICC)

*\* This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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Issued: April 10, 2008  
By:

Effective: April 10, 2008  
Francie McComb, Senior Vice President – Law & Public Affairs  
2134 W. Laburnum  
Richmond, Virginia 23227  
Case No. 08-353-TP-ATA  
OHL0801a

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LOCAL EXCHANGE SERVICES

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.5 Discounted Pricing Plans \*, (Cont'd.)

7.5.2 Customer Retention Plans

The Company's existing Customers may be eligible for one of the following plans if they have received a competitive offer and are considering switching their business services to another provider.

A. Loyalty Discount

Customers may receive a monthly discount each year for 5 years based on continued loyalty to LDMI as their local provider. No term agreement is required for this discount. Below is a schedule of the monthly discount percentage.

- 1% monthly discount during the 1st year (applied monthly)
- 2% monthly discount during the 2nd year (applied monthly)
- 3% monthly discount during the 3rd year (applied monthly)
- 4% monthly discount during the 4th year (applied monthly)
- 5% monthly discount during the 5th year (applied monthly)

B. 20% Discount Plan

Customers may receive 20% discount off of the next one, two or three invoices based on term commitment. Customers signing a one year term agreement receive a 20% discount on the next invoice. Customers signing a two year term agreement receive a 20% discount on the next two invoices. Customers signing a three year term agreement receive a 20% discount on the next three invoices.

*\* This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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Issued: April 10, 2008

By:

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2134 W. Laburnum  
Richmond, Virginia 23227

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LOCAL EXCHANGE SERVICES

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SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.5 Discounted Pricing Plans \*, (Cont'd.)

7.5.3 Bringback Products

One to three of the discount plans or credits listed in Sections 7.5.1 and 7.5.2 may be available to reacquire a Customer who has previously discontinued service with LDMI.

A. \$100 Credit

Customers may receive a \$100 credit on the Customer next invoice. The Customer must have a minimum of three (3) local lines to qualify for this credit. A one, two or three year term agreement is required for this discount.

B. Month(s) Free - Local

Customers may receive one, two or three months free for local. The Customer must sign a one, two or three year term agreement for this discount. Below is a matrix of the discount and a description of the allocation method.

	Achieved By:	Term Commitment Required
One Month Free	100% discount in Customer's 13th months	One Year term commitment
Two Months Free	100% discount in Customer's 13th, and 25th months	Two Year term commitment
Three Months Free	100% discount in Customer's 13th, 25th, and 37th months	Three Year term commitment

*\* This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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LDMI Telecommunications, Inc.

## **EXHIBIT B**

Proposed Revised Tariff Pages

LDMI Telecommunications, Inc. Ohio Tariff No. 8

(Cancels and Replaces LDMI Telecommunications, Inc. Ohio Tariff No. 7)

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LOCAL EXCHANGE SERVICES

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*This Tariff PUCO Tariff No. 8, Issued by LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV Cancels and Replaces in its Entirety PUCO Tariff No. 7.*

RATES, TERMS AND CONDITIONS

RELATING TO THE PROVISION OF

LOCAL EXCHANGE SERVICES

IN THE STATE OF OHIO

BY

LDMI TELECOMMUNICATIONS, INC.

d/b/a Cavalier Telephone  
d/b/a Cavalier Business Communications  
d/b/a Cavalier Telephone and TV

90-9106-TP-TRF

This Tariff describes the Company's Regulated Local Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain regulated services which are required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-6-11).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

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

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Issued: May 19, 2011  
By:

Mary K. O'Connell, EVP, Secretary & General Counsel  
600 Willowbrook Office Park  
Fairport, New York 14450

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LOCAL EXCHANGE SERVICES

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CHECK SHEET

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Sheet No.</u>	<u>Level</u>		<u>Sheet No.</u>	<u>Level</u>	
1	Original	*	31	Original	*
2	Original	*	32	Original	*
3	Original	*	33	Original	*
4	Original	*	34	Original	*
5	Original	*	35	Original	*
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
21.1	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			
26	Original	*			
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			

*\* Indicates Tariff Pages Included with this Filing.*

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600 Willowbrook Office Park  
Fairport, New York 14450  
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LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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LOCAL EXCHANGE SERVICES

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the PUC of Ohio, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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LOCAL EXCHANGE SERVICES

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APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain regulated services which are required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-6-11)

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

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

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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Fairport, New York 14450

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LOCAL EXCHANGE SERVICES

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Class of Service - A description of telephone service furnished a Customer.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - LDMI Telecommunications, Inc. d/b/a LDMI Telecommunications, also d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone and TV, unless otherwise clearly indicated by the context.

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

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LOCAL EXCHANGE SERVICES

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Flat Rate Service - A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

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

LDMI - Used throughout this tariff to mean LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone and TV, unless clearly indicated otherwise by the text.

LEC - Local Exchange Company

Off-Net - Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

On-Net - Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than SBC.

Premises - A building or buildings on contiguous property.

P.U.C.O. - Public Utilities Commission of Ohio.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary - Routes a call to an idle Station line.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 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 originating from points within the State of Ohio, and terminating within a local calling area as defined herein, or outside of the local calling area, but within the State of Ohio.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another Company, or are used by another Company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5 The Company may serve Customers in the State of Ohio through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6 The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.
- 2.1.7 The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract 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.
- 2.2.2 Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4 In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- 2.2.5 Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6 The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Limitations, (Cont'd.)

2.2.7 The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. Customers will be notified and pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

2.3 Liabilities of Company

2.3.1 The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.

2.3.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.

2.3.3 The Company is not liable for any act or omission of any other Company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.

2.3.4 The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

2.3.5 The Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Liabilities of Company, (Cont'd.)

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.9 The Company shall be indemnified and held harmless by the Customer against the following:
- A. Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
  - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.3.10 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service

2.7.1 Billing and Collection of Charges

- A. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Monthly invoices sent to the Customer are due nineteen (19) days from the date of the postmark on the bill. If the bill is not paid by the due date, it becomes past due and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- C. In no case shall service be actually disconnected until seven days after written notice has been given to the Customer.
- D. Customer Bills will be rendered pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.
- E. Adjustments to subscriber bills for local service will be made pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service, (Cont'd.)

2.7.10 Billing and Collection of Charges, (Cont'd.)

- G. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

If you have a dispute that is not resolved after you have called LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications also d/b/a Cavalier Telephone and TV, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

- H. If the service is disconnected by the Company (in accordance Section 2.11) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.11) and later restored, restoration of service will be subject to the nonrecurring rates in Section 4 of this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Reserved for future use

2.9 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of the Company may cancel service by providing thirty (30) days' written notice to the Company. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service.

2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.11.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

2.11.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

2.11.5 For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.

2.11.6 In the event of tampering with the equipment furnished and owned by the Company.

2.11.7 In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 Refusal or Discontinuance by Company, (Cont'd.)

- 2.11.8 In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9 For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
- 2.11.10 For Customer's breach of the contract for service between the Company and the Customer.
- 2.11.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.12 The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.
- 2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:
- A. Impersonation of another with fraudulent intent.
  - B. Nonpayment of any sum due the Company, as set forth in 2.11.14, 2.11.15, and 2.11.16 below.
  - C. Abuse or fraudulent use of service.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 Refusal or Discontinuance by Company, (Cont'd.)

2.11.14 Discontinuance of Service

- A. For purposes of this section, all regulated telephone services provided by the Company, except toll services, shall be defined as local service.
- B. The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

Disconnection notices issued by the Company and pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code, must inform the subscribers facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to Customers whose local services charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

- C. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- D. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.
- E. Disconnection of Local Service will be conducted pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may from time to time engage in special promotions of limited duration of its services offerings designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per Customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Commission Rules.

2.14 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

2.15 Terms and Conditions

2.15.1 Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.

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

2.15.3 At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.16 Non-Routine Installation

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

2.17 Special Construction And Special Arrangements

2.17.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

- A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- B. Of a type other than that which the Company would normally utilize in the furnishing of its services,
- C. Over a route other than that which the Company would normally utilize in the furnishing of its services,
- D. In a quantity greater than that which the Company would normally construct,
- E. On an expedited basis,
- F. On a temporary basis until permanent facilities are available,
- G. Involving abnormal costs, or
- H. In advance of its normal construction.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.17.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) 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, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.4 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 the Customer. The Customer will be notified of the termination liability provisions prior to installation.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.
- C. Inclusion of early termination liability by the company in its tariff or contract does not constitute a dermination by the Public Utilites Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.18 Universal Emergency Telephone Number Service (911, E911)

2.18.1 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.

2.18.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.18.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating -station location are furnished to the Public Safety Answering Point.

2.18.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or their appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.18 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

2.18.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct) , to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.19 Resale and Sharing

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITY COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utilities Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability

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.

Service Provider Number Portability (SPNP) is only available to telecommunication 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.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a Customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the Customer's service location remains within the same Company rate center.

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976 and 960.

General Regulations as found in this Tariff apply to this Section unless otherwise specified in this Section. The term "Customer", which appears herein, is the equivalent of the term "telecommunication carrier" as used in this Section.

Telecommunication Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in the Company's FCC Access Services Tariff, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability, (Cont'd.)

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last days which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area. (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the FCC and/or the PUCO.

2.20.1 Responsibilities of the Company

The Company's sole responsibility is to comply with the service request it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user. The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

2.20.2 Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service are requested by the Telecommunication Carrier or, where the conversion from en-user to SPNP service has already occurred, my choose to restore the end-user's prior service with the Company and terminate the SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.



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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability, (Cont'd.)

2.20.2 Responsibilities of the Telecommunication Carrier, (Cont'd.)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipments and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one for the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the calling handling, processing and billing responsibilities of the parties.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Service Provider Number Portability, (Cont'd.)

2.20.4 Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

2.21 Service Quality

The Company will adhere to minimum service quality and service levels pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code

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LOCAL EXCHANGE SERVICES

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SECTION 3.0 - EXCHANGE SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariffs of AT&T Ohio. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 4 – NONRECURRING SERVICE CHARGES

4.1 Nonrecurring Charges

4.1.1 Presubscribed Carrier Change Charge

A. Description

New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.1 Nonrecurring Charges, (Cont'd.)

4.1.2 Presubscribed Carrier Change Charge, (Cont'd.)

A. Description, (Cont'd.)

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

B. Rates and Charges

1. Presubscription-2\_(PIC)

Per PIC Change, Per Line:

	<u>Maximum</u>	<u>Current</u>
Manual Process	\$5.00	\$5.00
Electronic Process	\$1.25	\$1.25

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LOCAL EXCHANGE SERVICES

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SECTION 5 – MISCELLANEOUS SERVICES

5.1 Directory Listings

5.1.1 Description

The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

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LOCAL EXCHANGE SERVICES

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SECTION 6 - SPECIAL CONSTRUCTION

6.1 Special Construction

6.1.1 General

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special Construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in this Company's tariffs.

6.1.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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LOCAL EXCHANGE SERVICES

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SECTION 6 - SPECIAL CONSTRUCTION, (Cont'd.)

6.1 Special Construction, (Cont'd.)

6.1.3 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - 1. Equipment and materials provided or used;
  - 2. Engineering, labor and supervision;
  - 3. Transportation;
  - 4. Rights of way; and
  - 5. Shipping and delivery.
- 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 costs 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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LOCAL EXCHANGE SERVICES

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SECTION 6 - SPECIAL CONSTRUCTION, (Cont'd.)

6.1 Special Construction, (Cont'd.)

6.1.4 Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
    - a. Equipment and materials provided or used;
    - b. Engineering, labor and supervision;
    - c. Transportation;
    - d. Rights of way; and
    - e. Shipping and delivery.
  - 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 identified costs related to the specially constructed or rearranged facilities.

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Issued: May 19, 2011  
By:

Mary K. O'Connell, EVP, Secretary & General Counsel  
600 Willowbrook Office Park  
Fairport, New York 14450

Effective: May 19, 2011  
Case No. 08-353-TP-ATA  
OHL0801a

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LOCAL EXCHANGE SERVICES

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SECTION 6 - SPECIAL CONSTRUCTION, (Cont'd.)

6.1 Special Construction, (Cont'd.)

6.1.4 Termination Liability, (Cont'd.)

- C. Calculating Termination Charges – Termination charges shall be computed in accordance with tariff regulations in Section 7.1.4.A and 7.1.4.B or contractual agreements in effect. 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 herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein 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.
- D. Inclusion of early termination liability by the company in its tariff or contract does not constitute a dermination by the Public Utilites Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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Issued: May 19, 2011  
By:

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600 Willowbrook Office Park  
Fairport, New York 14450

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LDMI Telecommunications, Inc.

## **EXHIBIT C**

### Summary of Changes

In accordance with Case No. 10-1010-TP-ORD, the Company is detariffing non-regulated services.

LDMI Telecommunications, Inc. Local Exchange Services Tariff		
Page #	Tariff No. 8 Replacement Tariff	Tariff No. 7 Superseded Tariff
Title Page	Renumbers tariff to No. 8 and updates Rule references; updates Issued By Name and Company Address.	Title Sheet
Page 1	Updates Check Sheet	Check Sheet
Page 2	Updates Table of Contents - Text previously found on Tariff No. 7, Page 3.	Check Sheet - Text deleted; second check sheet not needed in replacement tariff No. 8
Page 3	Symbols - No change; Text previously found on Tariff No. 7, Page 4.	Table of Contents - moved to Replacement Tariff No. 8, Page 2
Page 4	Tariff Format; no change; Text previously found on Tariff No. 7, Page 5.	Symbols - moved to Replacement Tariff No. 8, Page 3
Page 5	Application of Tariff - updated rule references; Text previously found on Tariff No. 7, Page 6.	Tariff Format - moved to Replacement Tariff No. 8, Page 4
Page 6	Section 1 - Technical Terms and Abbreviations - No change; Text previously found on Tariff No. 7, Page 7.	Application of Tariff - moved to Replacement Tariff No. 8, Page 5
Page 7	Section 1 - Technical Terms and Abbreviations - No change; Text previously found on Tariff No. 7, Page 8.	Section 1 - Technical Terms and Abbreviations - moved to Replacement Tariff No. 8, Page 6
Page 8	Section 2 - Rules and Regulations - No change; Text previously found on Tariff No. 7, Page 9.	Section 1 - Technical Terms and Abbreviations - moved to Replacement Tariff No. 8, Page 7
Page 9	Section 2 - Rules and Regulations - No change; Text previously found on Tariff No. 7, Page 10.	Section 2 - Rules and Regulations - moved to Replacement Tariff No. 8, Page 8
Page 10	Section 2 - Rules and Regulations - No change; Text previously found on Tariff No. 7, Page 11.	Section 2 - Rules and Regulations - moved to Replacement Tariff No. 8, Page 9
Page 11	Section 2 - Rules and Regulations - No change; Text previously found on Tariff No. 7, Page 12.	Section 2 - Rules and Regulations - moved to Replacement Tariff No. 8, Page 10
Page 12	Section 2 - Rules and Regulations - No change; Text previously found on Tariff No. 7, Page 12.1.	Section 2 - Rules and Regulations - moved to Replacement Tariff No. 8, Page 11
Page 12.1	n/a	Section 2 - Rules and Regulations - moved to Replacement Tariff No. 8, Page 12
Page 13	Section 2 - Rules and Regulations	Section 2 - Rules and Regulations - removed Section 2.7.1 D - Returned Check Charge - no longer regulated by Commission
Page 14	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - Removed 2.7.10.G Duplicate Bill Charge not regulated by Commission
Page 15	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - Removed Section 2.8 Deposits - no longer regulated by Commission
Page 16	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 17	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 18	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 19	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 20	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 21	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 21.1	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 22	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 23	Section 2 - Rules and Regulations	Section 2 - Rules and Regulations Removed reference to Rates for Resale and Sharing in Section 7.0-
Page 24	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 25	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 26	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 27	Section 2 - Rules and Regulations - No change	Section 2 - Rules and Regulations - No change
Page 28	Section 3 - Exchange Service Areas - No change	Section 3 - Exchange Service Areas - No change
Page 29	Section 4 - Nonrecurring Service Charges, Presubscribed Carrier Change Charge, text previously found on Tariff No. 7, Page 33	Section 4 - Nonrecurring Service Charges - 4.2.1(A) Nonrecurring Charges - Tier 1 Services; Text Removed, services no longer regulated

LDMI Telecommunications, Inc. Local Exchange Services Tariff		
Page 30	Section 4 - Nonrecurring Service Charges, Presubscribed Carrier Change Charge, text previously found on Tariff No. 7, Page 34	Section 4 - blank page deleted
Page 31	Section 5.1 - Directory Listing - text previously found in Tariff No. 7, Page 65, Section 6.5.1	Section 4 - Nonrecurring Service Charges - 4.2.2 Service Restoral; Text Removed, services no longer regulated
Page 32	Section 6.1 - Special Construction - text previously found in Tariff No. 7, Page 68, Section 7.1	Section 4 - Nonrecurring Charges - 4.2.3 Maintenance Visit Charges; Text Removed, services no longer regulated
Page 33	Section 6.1 - Special Construction - text previously found in Tariff No. 7, Page 69, Section 7.1	Section 4 - Nonrecurring Service Charges, Presubscribed Carrier Change Charge, Text moved to Replacement Tariff No. 8, Page 29
Page 34	Section 6.1 - Special Construction - text previously found in Tariff No. 7, Page 70, Section 7.1	Section 4 - Nonrecurring Service Charges, Presubscribed Carrier Change Charge, Text moved to Replacement Tariff No. 8, Page 30
Page 35	Section 6.1 - Special Construction - text previously found in Tariff No. 7, Page 71, Section 7.1	Section 5 - Description of Service and Rates, Section 5.1 Basic Network Switched Service - Text Removed, Company does not provide BLES.
Page 36	n/a	Section 5 - Blank Page deleted
Page 37	n/a	Section 5 - Blank Page deleted
Page 38	n/a	Section 5, 5.1.1(D) Timing of Calls; text deleted, service no longer regulated
Page 39	n/a	Section 5.1.2 Basic Business Service; text deleted, Company does not provide BLES
Page 40	n/a	Section 5.1.2 Basic Business Service; text deleted, Company does not provide BLES
Page 41	n/a	Section 5.1.2 Basic Business Service; text deleted, Company does not provide BLES
Page 42	n/a	Section 5.1.2 Basic Business Service; blank Page deleted
Page 43	n/a	Section 5.1.2 Basic Business Service; blank Page deleted
Page 44	n/a	Section 5.1.3 Grandfathered Residential Basic Services; Text deleted, Company does not provide BLES
Page 45	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 45.1	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 46	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 47	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 48	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 49	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 50	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 51	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 52	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 53	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated

LDMI Telecommunications, Inc. Local Exchange Services Tariff		
Page 54	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 54.1	n/a	Section 5.1.4 Residential Local Service Bundles ; Text removed, service no longer regulated
Page 55	n/a	Section 5.2 Optional Calling Features; Text deleted, Calling features no longer regulated
Page 56	n/a	Section 5.2 Optional Calling Features; Text deleted, Touch-Tone, Call Waiting no longer regulated
Page 57	n/a	Section 5.2 Optional Calling Features; blank page deleted
Page 58	n/a	Section 5.2 Optional Calling Features; Text deleted, Call Trace no longer regulated
Page 59	n/a	Section 5.2 Optional Calling Features; Text deleted; Number Blocking no longer regulated
Page 60	n/a	Section 5.2 Optional Calling Features; Text deleted, Call Waiting, Caller ID, Call Trace, Number Blocking no longer regulated
Page 61	n/a	Section 5.2 Optional Calling Features; Text deleted, Call Waiting, Caller ID, Call Trace, Number Blocking no longer regulated
Page 62	n/a	Section 6.1 - Local Operator Services; Text deleted, services no longer regulated
Page 63	n/a	Section 6.2 - Busy Line Verify and Line Interrupt Service; Text deleted, services no longer regulated
Page 64	n/a	Section 6.3 - Directory Assistance; text deleted, service no longer regulated
Page 65	n/a	Section 6.5 - Directory Listings; Section Renumbered to 5.1, text revised and moved to Replacement Tariff No. 8, Page 31; Section 6.5.2 - Rates Removed
Page 66	n/a	Section 6.6 - Non-Published Service; text removed; service no longer regulated
Page 67	n/a	Section 6.7 - Non-Listed Service; text removed; service no longer regulated
Page 68	n/a	Section 7.1 - Special Arrangements- Section renamed to Special Construction and renumbered to 6.1; text moved to Replacement Tariff No. 8, Page 31
Page 69	n/a	Section 7.1 - Special Arrangements- Section renamed to Special Construction and renumbered to 6.1; text moved to Replacement Tariff No. 8, Page 32
Page 70	n/a	Section 7.1 - Special Arrangements- Section renamed to Special Construction and renumbered to 6.1; text moved to Replacement Tariff No. 8, Page 33
Page 71	n/a	Section 7.1 - Special Arrangements- Section renamed to Special Construction and renumbered to 6.1; text moved to Replacement Tariff No. 8, Page 34; Section 7.2 (Non-routine Installation and Maintenance) and Section 7.3 Individual Case Basis Arrangements) - text removed, service no longer regulated
Page 72	n/a	Section 7.4 - LDMI Liberate Program - Text removed, no longer regulated
Page 73	n/a	Section 7.5 - Discounted Pricing Plans - text removed, no longer regulated
Page 74	n/a	Section 7.5 - Discounted Pricing Plans - text removed, no longer regulated
Page 75	n/a	Section 7.5 - Discounted Pricing Plans - text removed, no longer regulated

LDMI Telecommunications, Inc.

## **EXHIBIT D**

Customer Notice

Beginning on May 16, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Cavalier will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Cavalier must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a price list online at [www.cavtel.com](http://www.cavtel.com) or you can request a copy of this information by contacting us at the address and phone number listed on your invoice.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Cavalier at the toll free number listed on your invoice, or visit us at [www.cavtel.com](http://www.cavtel.com).



LDMI Telecommunications, Inc.

## **EXHIBIT E**

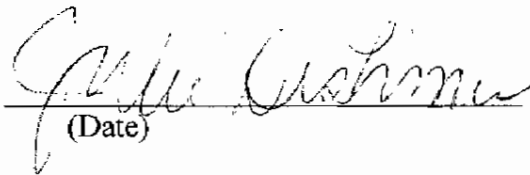
Affidavit of Customer Notice

## CUSTOMER NOTICE AFFIDAVIT

AFFIDAVIT

I, Julie Dishman, am an authorized agent of the applicant corporation, LDMI Telecommunications, Inc. and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through Bill Message on April 1, 2011, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature

  
(Date)

May 16, 2011

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

**Commission of Ohio Docketing Information System on**

**5/19/2011 5:00:21 PM**

**in**

**Case No(s). 11-2969-TP-ATA, 90-9106-TP-TRF**

Summary: Application electronically filed by Mrs. Julie Dishman on behalf of LDMI Telecommunications, Inc.