



September 12, 2011
Via Electronic Delivery

Ms. Renee' Jenkins, Commission Secretary
Ohio Public Utilities Commission
180 East Broad Street
Columbus, OH 43215

RE: Access Point, Inc. Detariffing of P.U.C.O Tariff No. 3 (Local Exchange)
Case 10-1010-TP-ORD

Dear Ms. Jenkins:

Enclosed for filing please find the original Telecommunications Application Form for Detariffing and Related Actions Form per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Access Point, Inc. The Company respectfully requests to replace P.U.C.O. Tariff No. 3 in its entirety with P.U.C.O. Tariff No. 4 which contains Basic Local Exchange Service. The remaining items in the tariff are being detariffed in the attached application. The detariffed services have been removed from P.U.C.O Tariff No. 3 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's web site of www.accesspointinc.com.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Questions regarding this filing should be directed to my attention at 407-740-3001 or via email to tforte@tminc.com. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas M. Forte", is written over the word "Sincerely,".

Thomas M. Forte
Consultant to Access Point, Inc.

cc: J. Brown (E-mail Only) – Access Point
file: Access Point - Ohio - Local
tms: OH1102

Enclosures
TF/mp

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 Access Point, Inc.)
)
to Detariff Services and make other changes related to the)
Implementation of Case No. 10-1010-TP-ORD)

TRF Docket No. 90-____

Case No. 11 - 5066 - **TP** - **ATA**

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

Name of Registrant(s) Access Point, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 1100 Crescent Green, Suite 109, Cary, NC 27518

Company Web Address www.accesspointinc.com

Regulatory Contact Person(s) Kate Stem Phone 919-851-4838 Fax 919-851-5422

Regulatory Contact Person's Email Address kate.stem@accesspointinc.com

Contact Person for Annual Report Kate Stem Phone 919-851-4838

Address (if different from above) _____

Consumer Contact Information _____ Phone _____

Address (if different from above) _____

Part I – Tariffs

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

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

Carrier Type	<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 checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input 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, KATE STEM, 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) 9/9/11 at (Location) Access Point #1100 Crescent Green, Ste 109, Cary NC 27518

*(Signature and Title) Kate Stem Regulatory Analyst (Date) 9/9/11

- 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, KATE STEM

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) Kate Stem Regulatory Analyst (Date) 9/9/11

*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

Access Point, Inc.

Exhibit A

Existing Affected Tariff Pages

ACCESS POINT, INC.
Manager of Tax & Regulatory Affairs
1100 Crescent Green, Suite 100
Cary, NC 27518

PUCO Tariff No. 3
Original Page 1

Issued: May 20, 2008

Effective: June 19, 2008

ACCESS POINT, INC.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This Tariff describes the Company's Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides Toll 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)).

Issued: October 14, 2009

Effective: November 14, 2009

CHECK SHEET

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

SHEET REVISION LEVEL

Page	Revision		Page	Revision	
1	Original		23	Original	
2	1 st Rev.	*	24	Original	
3	Original		25	1 st Rev.	*
4	Original		26	Original	
5	Original		27	Original	
6	Original		28	1 st Rev.	*
7	Original		29	1 st Rev.	*
8	Original		30	Original	
9	Original		31	Original	
10	Original		31.1	Original	*
11	Original		31.2	Original	*
12	Original		31.3	Original	*
13	Original		31.4	Original	*
14	Original		31.5	Original	*
15	1 st Rev.	*	31.6	Original	*
16	Original		31.7	Original	*
17	1 st Rev.	*	31.8	Original	*
18	Original		31.9	Original	*
19	Original		31.10	Original	*
20	Original		32	Original	
21	Original		33	1 st Rev.	*
22	Original				

Issued: May 20, 2008

Effective: June 19, 2008

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Issued: May 20, 2008

Effective: June 19, 2008

SYMBOLS

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

- (C)** - Changed regulation.
- (D)** - Delete or discontinue.
- (I)** - Change Resulting in an increase to a Customer's bill.
- (M)** - Moved from another tariff location.
- (N)** - New
- (R)** - Change resulting in a reduction to a Customer's bill.
- (T)** - Change in text without change in rate or regulation.

Issued: May 20, 2008

Effective: June 19, 2008

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)(1)
 - 2.1.1(A)(1)(a)(1)(a)
 - 2.1.1(A)(1)(a)(1)(a)(1).
- (D) **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the 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.)

ACCESS POINT, INC.
Manager of Tax & Regulatory Affairs
1100 Crescent Green, Suite 100
Cary, NC 27518

PUCO Tariff No. 3
Original Page 6

Issued: May 20, 2008

Effective: June 19, 2008

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of the resale of competitive local telecommunications services by Access Point, Inc. within the State of Ohio.

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Access Point - Used throughout this tariff to mean Access Point, Inc. unless clearly indicated otherwise by the text.

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 Use - 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.

Calling Card - A billing mechanism by which the charges for a call may be billed to a valid Company-issued or Incumbent Local Exchange Carrier-issued account.

Commission - Refers to the Public Utilities Commission of Ohio.

Company or Carrier - Access Point, Inc., 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.

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

Person-to-person - A class of call in which the calling party specifies an individual, station number, department, or an agreed alternate with whom to speak at the called number.

Premises - A building or buildings on contiguous property.

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.

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

Station-to-Station - A class of call in which the calling party places the call to any individual or station at the called party location. All toll calls which are not placed on a Person-to-Person basis are station-to-station.

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Access Point, Inc.

- 2.1.1** The Company's services are furnished for intrastate telecommunications originating and terminating within the state of Ohio under terms of this tariff.
- 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.

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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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

- 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.
- 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.
- 2.2.8** 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 4901:1-1-5-03, 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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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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** Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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Effective: June 19, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liabilities of Company, (Cont'd.)

2.3.6 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.

2.3.7 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Taxes and Surcharges

2.4.1 All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.4.2 Surcharges (i.e., 911, subscriber line charge, etc.) approved or mandated by any governmental jurisdiction are listed separately on the bill and are not included in quoted rates.

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.

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment for Service

- 2.7.1** 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. 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.
- 2.7.2** Customer's bills for telephone service are due on the due date specified on their bill. A customer is in default unless full payment is made on or before the due date. If a bill is not paid in full, a late charge of 1.5% per month will be applied against all balances that are past due. Terms apply as well to any payments received by the Company where the funds are not immediately available upon presentment. For an account to be brought current, both the overdue balance and any outstanding finance charges must be paid in full. For partial payment received, finance charges will continue to be applied against the amount of the bill's outstanding balance until full payment of both the outstanding balance and any outstanding finance charges are received. A minimum finance charge of \$5 for Residential Accounts and \$10 for Business Accounts will be applied if an invoice is past due. (T)
- 2.7.3** In no case shall service be actually disconnected until seven days after written notice has been given to the Customer.
- 2.7.4** The Customer will be assessed a *maximum* charge of twenty-five (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. (T)

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Deposits and Advance Payments

- 2.8.1** The Company does not normally require a deposit or advance payment from Customers. However, deposits or advance payments may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.
- 2.8.2** In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, in accordance with Commission Rule 4901:1-5-5(B). Additionally Customers have the option to secure a guarantor in lieu of a monetary deposit also in accordance with Commission Rule 4901:1-5-5(B).

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Interconnection

Service furnished by Access Point 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 Access Point '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.

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

- 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.
- 2.11.8** In the event of unauthorized or fraudulent use of service. The Company may terminate service without notice to the Customer if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. The Company shall within twenty four (24) hours after such termination send written notification to the Customer of the reasons for such termination. 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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) Abandonment of service.
- (B) Impersonation of another with fraudulent intent.
- (C) Nonpayment of any sum due the Company.
- (D) Abuse or fraudulent use of service.

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 conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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 its 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.

2.15.4 In any action between the parties to enforce any provision of this tariff or an applicable contract, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

Issued: May 20, 2008

Effective: June 19, 2008

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.

Issued: May 20, 2008

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Special Construction And Special Arrangements

2.17.1 Special Construction - 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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Effective: June 19, 2008

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)** Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (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)** Annual charges including the following: (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.

- (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.

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.

Issued: May 20, 2008

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SECTION 3 - DATA SERVICES

3.1 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or Access Point access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in BellCore's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Access Point network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between Access Point access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.1.1

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 3 - DATA SERVICES, (CONT'D.)

3.1 Calculation of Distance, (Cont'd.)

3.1.1 Calculation Method for Private Line Services

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 3 - DATA SERVICES, (CONT'D.)

3.2 Basic Local Exchange Service

3.2.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 3 - DATA SERVICES, (CONT'D.)

3.2 Basic Local Exchange Service, (Cont'd.)

3.2.2 Flat Rate Local Exchange Service

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

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

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	<u>Maximum Residential</u>	(D)
Monthly Rate	\$50.00	(D)

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 4 – MISCELLANEOUS RATES

4.1 Service Order

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

4.1.1 Description of Charges

Service Order Charge

A nonrecurring charge which covers receiving, recording and processing information necessary to execute a customer's request for service.

Central Office Connection Charge

A nonrecurring charge for establishing or changing central office connections which may include, but are not limited to, circuit design work and establishing or changing central office connections.

Line Connection Charge

A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.

Network Wiring Charge

A one time charge consisting of a time sensitive network wiring charge required to perform customer requested work on the customer's premises, except work required to establish or reestablish network access.

Changes in Service

Includes changes in telephone service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Issued: May 20, 2008

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SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.1 Service Order, (Cont'd.)

4.1.2 Service Order Charges

		Business	Residential
(A)	Service Ordering Charge:		
	Simple Services	\$25.50	\$17.65
	Complex Services	\$15.85	\$17.65
(B)	Central Office Connection Charge		
	Simple Services	\$13.00	\$8.25
	Complex Services	\$17.00	\$8.25
(C)	Line Connection Charge		
	Simple Services	\$24.35	\$10.60
	Complex Services	\$16.50	\$10.60
(D)	Network Wiring Charge		
	Simple Services	\$25.00	\$25.00
	Complex Services	\$10.00	\$10.00
(E)	Change Charge		
	Simple Services	\$9.30	\$9.30
	Complex Services	\$41.55	\$28.85

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listings

(N)

4.2.1 General

(A) An alphabetical directory is an alphabetical list of customers, joint users and others for who directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.

(B) There are two groups of listings one group of non-residence listings and one group of listings consisting solely of names of individuals.

Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.

Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.

Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:

(1) Alternate listings, provided that they are indented under non-residence primary or regular additional listings that are listings consisting solely of names of individuals; and

(2) all other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

(C) Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listing Service, (Cont'd.)

(N)

4.2.1 General, (Cont'd.)

- (D) The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party.
- (E) The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
- (F) Listings are regularly provided in connection with exchange service of all classes, grades and types

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listing Service, (Cont'd.)

(N)

4.2.2 Additional Listings

(A) Non-residence Additional Listings

- (1) Non-residence additional listings are listings in addition to the primary listing furnished in connection with non-residence service and may be:

Names of partners or members, if the customer or joint user is a partnership
Names of officers, if the customer or joint user is a corporation
Names or representatives or employees of the customer or joint user
Bona fide names of firms which the customer or joint user owns or controls or is duly authorized to represent
Names of partners participating in resale or shared use of the customer's service or equipment

- (2) Non-residence additional listings are not permitted in connection with residence service.

(B) Residence Additional Listings

- (1) Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the customer's family or of other persons residing in the customer's household.

- (2) Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listing Service, (Cont'd.)

(N)

4.2.2 Additional Listings, (Cont'd.)

(B) Residence Additional Listings, (Cont'd)

(3) Addresses and Telephone Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing.

(4) Special Types of Additional Listings

(a) Duplicate Listings

Duplicate listings(i.e., listings of nicknames, abbreviated names) are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

(b) Cross-Reference Listings

(1) Cross-reference listings cover:

Names which are commonly spelled in more than one way
Names of formerly existing business which have been superseded by that of the customer

Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes.

(2) Cross-reference listings consist of a name, a reference to the primary listing, and, if desire, a telephone number.

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listing Service, (Cont'd.)

(N)

4.2.2 Additional Listings, (Cont'd.)

(B) Residence Additional Listings, (Cont'd)

(4) Special Types of Additional Listings, (Cont'd.)

(c) Alternate Listings

Listings which refer calling persons to another telephone number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number.

(d) Foreign Listings

Listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the directory

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listing Service, (Cont'd.)

(N)

4.2.2 Additional Listings, (Cont'd.)

(C) Nonpublished Service

- (1) Upon receipt of an authorization signed by the customer, in a form satisfactory to the Company, the name of that customer and the telephone number assigned to the service furnished to him will be omitted or deleted from the Company's telephone directories and his telephone number will be omitted or deleted from the Company's information records, subject to the provisions set forth below.
- (2) The Company will endeavor to prevent the disclosure of the telephone number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:
 - (a) Where the nonpublished service customer calls the enhanced universal emergency telephone number (i.e., 911) to the extent that the originating telephone number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
 - (b) Where the nonpublished service customer calls the telephone number of a customer subscribing to Caller ID, without using the Caller Identification Blocking as described in Section 5.5 of this Pricing Guidebook, to the extent that the originating telephone number is displayed on a Caller ID display device.
 - (c) Where the nonpublished service customer is called back by a customer who subscribes to and uses Return Call to return the call to the extent that the originating telephone number is displayed within the call detail section of the Call Return subscriber's billing statement.
 - (d) Where the nonpublished service customer calls another customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party telephone number and further information referred to the local law enforcement agency.

(N)

Issued: October 14, 2009

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SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.2 Directory Listing Service, (Cont'd.)

(N)

4.2.2 Additional Listings, (Cont'd.)

(D) Nonlisted Service

Upon receipt of an authorization signed by the customer, in a form satisfactory to the company, nonlisted service will be provided by the Company. With nonlisted service the customer listing is omitted or deleted from the Company's directories, however, these listings are contained in information records and will be furnished upon request of the calling party.

(E) Rates and Charges - Maximum

	Per Month Residential
Additional Listings	\$4.00
Nonlisted Service	\$5.00
Nonpublished Service	\$5.00

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.3 Directory Assistance Services

(N)

4.3.1 Directory Assistance

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers.

4.3.2 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers within Ohio.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

1. Charges for Directory Assistance are not applicable to calls from patients of hospital that have as their principal undertaking the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.
2. A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.3 Directory Assistance Services, (Cont'd.)

(N)

4.3.3 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

No alternative billing is provided by the Directory Assistance Operator, however, alternative billing of can be provided by dialing “0” and requesting such billing through the “A” Operator.

Service is available only where the facilities and service used by the Customer can support all billing requirements.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 4.3.2.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 4.3.2.A.2 of this tariff.

(N)

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 4 – MISCELLANEOUS RATES, (CONT'D.)

4.3	Directory Assistance Services, (Cont'd.)			(N)
4.3.4	Rates - Maximum			
A.	Basic Directory Assistance			
	Local Directory Assistance	Per query		
	Direct dialed	\$5.00		
	Via operator	\$5.00		
B.	Directory Assistance Call Completion			
	Per completed call	\$1.00		(N)

Issued: May 20, 2008

Effective: June 19, 2008

SECTION 5 - PROMOTIONS AND OPTIONAL CALLING PLANS

5.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations.

Issued: October 14, 2009

Effective: November 14, 2009

SECTION 6 - CURRENT RATES

6.1 Basic Local Exchange Service

Monthly Rate	Residential \$26.95
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6.2 Directory Listings

Additional Listings	Per Month Residential \$2.00
Nonlisted Service	\$2.20
Nonpublished Service	\$2.20

6.3 Directory Assistance

A. Basic Directory Assistance

<u>Local Directory Assistance</u>	<u>Per query</u>
Direct dialed	\$1.75
Via operator	\$1.75

B. Directory Assistance Call Completion

Per completed call	\$0.50
--------------------	--------

(D)

(N)

(D)

(N)

Access Point, Inc.

Exhibit B

Proposed Revised Tariff Pages

ACCESS POINT, INC.
Manager of Tax & Regulatory Affairs
1100 Crescent Green, Suite 100
Cary, NC 27518

PUCO Tariff No. 4
Original Page 1

Issued: September 12, 2011

Effective: September 13, 2011

Access Point, Inc.'s P.U.C.O. Tariff No. 4 replaces Access Point P.U.C.O Tariff No. 3 in its entirety.

ACCESS POINT, INC.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This tariff is in compliance with Rule 4901:1-6, O.A.C.C.

Issued: September 12, 2011

Effective: September 13, 2011

SECTION 1 - LOCAL EXCHANGE SERVICE

1.1 Basic Local Exchange Service

1.1.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

Issued: September 12, 2011

Effective: September 13, 2011

SECTION 1 - LOCAL EXCHANGE SERVICE, (CONT'D.)

1.2 Basic Local Exchange Service, (Cont'd.)

1.2.2 Flat Rate Local Exchange Service

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

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

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	<u>Maximum Residential</u>
Monthly Rate	\$50.00

Issued: September 12, 2011

Effective: September 13, 2011

SECTION 2 – MISCELLANEOUS RATES

2.1 Service Order

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

2.1.1 Description of Charges

Service Order Charge

A nonrecurring charge which covers receiving, recording and processing information necessary to execute a customer's request for service.

Central Office Connection Charge

A nonrecurring charge for establishing or changing central office connections which may include, but are not limited to, circuit design work and establishing or changing central office connections.

Line Connection Charge

A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.

Network Wiring Charge

A one time charge consisting of a time sensitive network wiring charge required to perform customer requested work on the customer's premises, except work required to establish or reestablish network access.

Changes in Service

Includes changes in telephone service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Issued: September 12, 2011

Effective: September 13, 2011

SECTION 2 – MISCELLANEOUS RATES, (CONT'D.)

2.1 Service Order, (Cont'd.)

2.1.2 Service Order Charges

	Business	Residential
A. Service Ordering Charge:		
Simple Services	\$25.50	\$17.65
Complex Services	\$15.85	\$17.65
B. Central Office Connection Charge		
Simple Services	\$13.00	\$8.25
Complex Services	\$17.00	\$8.25
C. Line Connection Charge		
Simple Services	\$24.35	\$10.60
Complex Services	\$16.50	\$10.60
D. Network Wiring Charge		
Simple Services	\$25.00	\$25.00
Complex Services	\$10.00	\$10.00
E. Change Charge		
Simple Services	\$9.30	\$9.30
Complex Services	\$41.55	\$28.85

ACCESS POINT, INC.
Manager of Tax & Regulatory Affairs
1100 Crescent Green, Suite 100
Cary, NC 27518

PUCO Tariff No. 4
Original Page 6

Issued: September 12, 2011

Effective: September 13, 2011

SECTION 3 - CURRENT RATES

3.1 Basic Local Exchange Service

Monthly Rate

Residential
\$26.95

Access Point, Inc.

Exhibit C

SUMMARY OF CHANGES

Exhibit C

Access Point, Inc.

Narrative of Tariff Changes

P.U.C.O. Tariff No. 4 replaces P.U.C.O. Tariff No. 3 in its entirety. The following pages have been deleted in P.U.C.O. Tariff No. 3 and are being posted on the Company's web site of www.accesspointinc.com.

<u>Section</u>	<u>Pages affected</u>	<u>Changes</u>
Title	1	Added replacement language to title page.
	2	Deletes the Check Sheet
	3	Deletes the Table of Contents
	4	Deletes the Symbols
	5	Deletes the Tariff Format
	6	Deletes the Application of the Tariff
1	7, 8	Deletes Technical Terms and Abbreviations
2	9 – 25	Deletes Rules and Regulations
3	26, 27	Deletes the Calculation of Distance
4	3.1.1-31.7	Deletes Directory Listing Service
	31.8 – 31.10	Deletes Directory Assistance Services
5	32	Deletes Promotions
6	33	Deletes Directory Listing and Directory Assistance Rates

Access Point, Inc.

Exhibit D

Customer Notice

CUSTOMER NOTICE
for
Customers with Service in the State of Ohio

September 8, 2011

Dear Valued Customer:

Beginning on September 16, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Access Point, Inc. 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. Access Point, Inc. 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 pricing guide online at www.accesspointinc.com or you can request a copy of this information by contacting the Company at 1100 Crescent Green, Suite 109, Cary, NC 27518 or 800-957-6468.

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 Access Point, Inc. at the toll free number, 800-957-6468, or visit us at www.accesspointinc.com.

Sincerely,

Access Point, Inc.

Access Point, Inc.

Exhibit E

Customer Notice Affidavit

CUSTOMER NOTICE AFFIDAVIT

STATE OF: North Carolina

SS:

COUNTY OF: Wake

SS:

AFFIDAVIT

I, Kate Stem, am an authorized agent of the applicant corporation,
(Name)

Access Point, Inc., and am authorized to make this statement
(Company Name)

on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected
customers through mailings on Sept. 8, 2011,
(type of notice) (date/timeframe)

in accordance with Rule 4904:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that
the foregoing is true and correct.

Kate Stem 9/9/11
(Signature)

Executed on 9/9/11 Raleigh, NC
(Date) (Location)

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/12/2011 3:22:17 PM

in

Case No(s). 11-5066-TP-ATA

Summary: Application Application to Detariff electronically filed by Ms. Margeaux Pennywell on behalf of Access Point, Inc.