

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

Tariff P.U.C.O. No. 8  
First Revised Title Page  
Cancels Original Title Page

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LOCAL EXCHANGE SERVICES

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(D)

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  
PAETEC Business Services  
d/b/a Cavalier Telephone and TV

(T)

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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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>
Title	First Revised			
1	Second Revised	*	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	First Revised	*		
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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LOCAL EXCHANGE SERVICES

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TABLE OF CONTENTS

Title Sheet	Title Page
Check Sheet	1
Table of Contents	2
Symbols	3
Tariff Format	4
Application of Tariff	5
SECTION 1 - Technical Terms and Abbreviations	6
SECTION 2 - Rules and Regulations	8
SECTION 3 - Exchange and Service Areas	28
SECTION 4 – Nonrecurring Service Charges	29
SECTION 5 – Directory Listing	31
SECTION 6 – Special Construction	32

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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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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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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. Customer bills for telephone service are due on the due date specified 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)  
(C)
- 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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LOCAL EXCHANGE SERVICES

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

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

2.17.2 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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LOCAL EXCHANGE SERVICES

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

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

2.17.4 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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LOCAL EXCHANGE SERVICES

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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

---

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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LOCAL EXCHANGE SERVICES

---

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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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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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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