

REGULATIONS AND SCHEDULE OF RATES AND CHARGES
APPLICABLE TO INTRASTATE CARRIER ACCESS TELECOMMUNICATIONS SERVICE
AS SPECIFIED HEREIN

ORIGINAL

INTRASTATE ACCESS TARIFF

CHECK SHEET

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Michael Christiansen

President

Ohio Telecom, Inc.

125 B Maple St.

Port Clinton, OH 43452

Case No. 06-1092-TP-ATA; 90-9231-TP-TRF

INTRASTATE ACCESS TARIFF

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INTRASTATE ACCESS TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate carrier access within the state of Ohio by Ohio Telecom, Inc. (hereinafter the "Telephone Company").

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS
USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed listing, rule, or condition which may affect rates or charges
- D To signify discontinued material, including listing, rate, rule or condition
- I To signify increase
- M To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- N To signify new material including listing, rate, rule or condition
- R To signify reduction
- S To signify reissued matter
- T To signify a change in wording of text but not a change in rate, rule or condition
- Z To signify a correction

The following is an explanation of abbreviations of technical terms used in this tariff:

- DLR Design Layout Report
- FGD Feature Group D
- ICB Individual Case Basis
- SS7 Signaling System 7

INTRASTATE ACCESS TARIFF

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

1. Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Switched Access Services, and other miscellaneous services, hereinafter referred to as the Telephone Company, to Customer(s).
- 1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- 1.3 The term "the Telephone Company" refers to Ohio Telecom, Inc.

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INTRASTATE ACCESS TARIFF

REFERENCE TO TECHNICAL PUBLICATIONS

All service(s) installed after the original effective date of this Tariff must conform to the transmission specification standards contained in this Tariff for each category of service.

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INTRASTATE ACCESS TARIFF

Customer Contact -

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Ohio Telecom, Inc.
125 B Maple St.
Port Clinton, OH 43452
Toll Free 1-866-887-2919

Commission Contact -

For Complaints, inquiries and matters concerning rates and tariffs.

Ohio Telecom, Inc.
Michael Christiansen - President
125 B Maple St.
Port Clinton, OH 43452
Direct: (419) 734-2369 ext. 1020
Fax: (419) 732-3545
e-mail: mlkec@cros.net

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INTRASTATE ACCESS TARIFF

1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Customer: The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

End User: The term "End User" means any customer of an intrastate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Recurring Charges: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Non-Recurring Charge: A one-time charge covering installation, move, or change of facilities accomplished at the customer's request. The charge may be based on either a flat rate and/or on a time and material basis.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

The Telephone Company or Ohio Telecom, Inc.: The issuer of this tariff.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS2.1 Undertaking of the Company:2.1.1 Scope

The Telephone Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the United States.

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Telephone Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Telephone Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

The services the Telephone Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS – (Cont.)2.1 Undertaking of the Company – (Cont.)2.1.1 Scope – (Cont.)

The Telephone Company's services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs of such other communications carriers.

The Telephone Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

The services of the Telephone Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available and in compliance with all other terms and conditions of this tariff. Service is available twenty-four hours a day, seven days a week.

INTRASTATE ACCESS TARIFF**2.0 REGULATIONS - (cont.)****2.2 Shortage of Equipment or Facilities**

The Telephone Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Telephone Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Telephone Company's facilities as well as facilities the Telephone Company may obtain from other carriers.

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.3 Selection of Transmission

The Telephone Company selects and/or arranges directly or with its underlying carrier(s) for the channels and/or service components and underlying network facilities used to provide service. The Telephone Company may modify or change the channels, service components and underlying facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

INTRASTATE ACCESS TARIFF**2.0 REGULATIONS - (cont.)****2.4 Notification of Service-Affecting Activities**

The Telephone Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from unforeseen damage, notification to the Customer may not be possible.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.5 Provision of Equipment and Facilities

The Telephone Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Telephone Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Telephone Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Telephone Company, except upon the written consent of the Telephone Company.

The Telephone Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.

The Telephone Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)

2.6 Terms and Conditions

Service is provided on the basis of a minimum term of at least one month, except as specifically stated in this tariff, 24-hours per day. For purposes of this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

This tariff shall be interpreted and governed by the laws of the United States.

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INTRASTATE ACCESS TARIFF**2.0 REGULATIONS - (cont.)****2.7 Non-routine Installation and Special Construction****2.7.1 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Telephone 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 Telephone Company will apply.

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INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.7 Non-routine Installation and Special Construction - (cont.)2.7.2 Special Construction

Subject to the agreement of the Telephone Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request and expense of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Telephone Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Telephone Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Telephone Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Telephone Company consistent with budgetary responsibilities and consideration for the impact on the Telephone Company's other Customers and contractual responsibilities.

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INTRASTATE ACCESS TARIFF**2.0 REGULATIONS - (cont.)****2.8 Government Authorization**

The provision of the Telephone Company's services is subject to and contingent upon the Telephone Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Telephone Company. The Telephone Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Telephone Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.9 Rights-of-Way

Provisioning of the Telephone Company's services is subject to and contingent upon the Telephone Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Telephone Company's services to the Customer's service point as agreed to by the Telephone Company.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.10 Liability of the Telephone Company

The Telephone Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Telephone Company service, equipment or facilities, or the acts or omissions or negligence of the Telephone Company's employees or agents.

The Telephone Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Telephone Company shall not be liable for any act, omission or defect of any entity furnishing to the Telephone Company or to the Customer services, facilities or equipment used for or with the Telephone Company's services; or for the acts or omissions of common carriers or warehousemen.

The Telephone Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Telephone Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Telephone Company.

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INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.10 Liability of the Telephone Company - (cont.)

The Telephone Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Telephone Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Telephone Company shall be commenced more than one year after the service is rendered.

The Telephone Company's liability in connection with its participation in a 911 system is limited by statute.

In the event parties other than Customer, including but not limited to joint users and the Customer's End User, shall have use of the Telephone Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Telephone Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Telephone Company's furnishing of service.

THE TELEPHONE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.11 Indemnification

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

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Telephone Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Telephone Company.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)

2.12 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided equipment connected to the Telephone Company's equipment and facilities, and for ensuring compatibility with the Telephone Company's equipment and facilities.
- (b) The Customer warrants that the services provided pursuant to this tariff are intrastate in nature.
- (c) The Customer shall cooperate with the Telephone Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

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INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.13 Use of Service2.13.1 Abuse

The abuse of Telephone Company services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Telephone Company services by others.

2.13.2 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.14 Customer Equipment and Channels2.14.1 General

A Customer may transmit or receive information or signals via the facilities of the Telephone Company. The Telephone Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Telephone Company's equipment, but the Telephone Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.14.2 Interconnection of Facilities

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Telephone Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (b) Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

INTRASTATE ACCESS TARIFF**2.0 REGULATIONS - (cont.)****2.15 Payments**

Obligations of the Customer with regard to payments shall include:

- (a) *If the Customer accepts traffic from the Telephone Company, the Customer has an obligation to pay the charges set forth in this tariff for that traffic. Likewise, if the Customer delivers traffic to the Telephone Company for termination, the Customer has an obligation to pay the charges set forth in this tariff for such traffic, as measured by the Telephone Company.*

- (b) *The Customer shall pay outstanding charges in full within 30 days of the invoice date. Amounts not paid within thirty (30) days after the date of the invoice are considered delinquent and are subject to Late Payment Charges pursuant to section 2.15.1 of this tariff.*

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INTRASTATE ACCESS TARIFF**2.0 REGULATIONS - (cont.)****2.15 Payments - (cont.)**

- (c) Any Customer who has been under billed for services rendered will be notified by the Telephone Company upon the discovery of the under billing. Notification will include the reason(s) that the under billing occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty four (24) months prior to the issuance of the notification to the Customer.
- (d) The Customer agrees that the Telephone Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Telephone Company. If, in the sole opinion of the Telephone Company, a Customer presents an undue risk of nonpayment at any time, the Telephone Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

2.15.1 Late Payment Charge

A late payment charge of 1 percent (1%) per month will apply to each Customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.15 Payments - (cont.)2.15.2 Disputed Bills

Any Customer who disputes a portion of a bill rendered for the Telephone Company's services shall pay the undisputed portion of the bill and provide written notice to the Telephone Company that such unpaid amount is in dispute within ninety (90) days of receipt of the bill. If such written notice is not received by the Telephone Company within ninety (90) days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

- (a) In the event a Customer and the Telephone Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utilities Commission of Ohio, in accordance with the Commission's rules of procedure.
- (b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Telephone Company, within five (5) working days.

2.15.3 Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

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INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.15 Payments - (cont.)2.15.4 Deposits

The Telephone Company will only require a Customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit as a guarantee of the payment of rates and charges. Such deposit may be required prior to establishing a service or at any time after the provision of a service to the customer. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill. The Telephone Company will provide notice via overnight delivery to the person designated by the customer to receive such notice of the requirement to pay a deposit. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice period will start the day after the notice is sent by overnight delivery.

No such deposit will be required of a Customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. For new service(s) being established such deposit will not exceed the estimated rates and charges for a two-month period. For existing service(s) such a deposit will not exceed the actual rates and charges for a two-month period associated with each individual bill that met the criteria for late payments specified above. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

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INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.15 Payments - (cont.)2.15.5 Deposits - (cont.)

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event, after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the highest interest rate (in decimal value) which may be levied by law for commercial transactions or .000292 per day, whichever is lower.

The rate will be compounded daily for the number of days from the date the Customer deposit is received by the Telephone Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account

2.16 Discontinuance of Service2.16.1 With Written Notice to the Customer

The Telephone Company may, upon reasonable written notice to the Customer, discontinue services for nonpayment of any amounts owing to the Telephone Company, except when continuation of such service is required by law.

2.16.2 Upon Customer Request

The Telephone Company will, upon Customer request, discontinue or suspend services, except when continuation of such service is required by law.

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2.0 REGULATIONS - (cont.)2.17 Changes in Equipment and Services

The Telephone Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially decrease the technical parameters of the services provided pursuant to the Customer's service order.

Upon receipt of a written request from the Customer, the Telephone Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for Non-Recurring Charges for such change. Charges will be based on hourly labor and engineering cost.

2.18 Assignment

The Telephone Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Telephone Company; pursuant to any sale or transfer of substantially all the business of the Telephone Company; or pursuant to any financing, merger or reorganization of the Telephone Company.

The Customer may, upon prior written consent of the Telephone Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Telephone Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Telephone Company. Any lawful successor to the Customer or any other entity which accepts Telephone Company's service shall be obligated to pay to Telephone Company any amounts due.

INTRASTATE ACCESS TARIFF

2.0 REGULATIONS - (cont.)2.19 License, Agency or Partnership

No license, expressed or implied, is granted by the Telephone Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Telephone Company jointly participates in the Customer's or joint user's services. The relationship between the Telephone Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Telephone Company and the Customer.

2.20 Proprietary Information

Neither the Telephone Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

INTRASTATE ACCESS TARIFF**3.0 SWITCHED ACCESS SERVICES****3.1 General Service Description**

Switched access service, which is available to Customers for their use in furnishing their own services to End Users, provides a two-point communications path between a Customer's premise and an End User's premise. It provides for the use of terminating, switching, transport facilities and common subscriber plant of the Telephone Company. Switched access service provides for the ability to originate or terminate calls from an End User's premise.

3.2 FGD Service Description

FGD service provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be performed via the message channel.

FGD service is provided with multi-frequency address signaling or SS7 out of band signaling. Up to 12 digits of the called party number dialed by the Customer's End User using dual-tone multi-frequency or dial-pulse address signals will be provided by the Telephone Company's equipment to the Customer's premise where the switched access service terminates. Such address signals will be subject to the ordinary transmission capabilities of the switched transport provided.

FGD service, when used in the terminating direction, may be used to access valid NXX codes served by the Telephone Company's switch, community information services of an information provider, and other Customer services (by dialing appropriate codes) when such services can be reached using valid NXX codes. FGD may not be switched, in the terminating direction, to another trunkside switched access service.

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3.0 SWITCHED ACCESS SERVICES - (cont.)3.2 FGD Service Description - (cont.)

The Telephone Company will establish a trunk group or groups for the Customer at the Telephone Company's end office host switch where FGD service is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single group at the option of the Telephone Company.

The access code for FGD switching is a uniform access code of the form 101XXXX. These uniform access codes will be the assigned access numbers of all FGD access provided to the Customer by the Telephone Company. No access code is required for calls to a Customer over FGD switched access service if the End User's telephone service is arranged for presubscription to that Customer.

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten-digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to fifteen-digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 00, or 1 + NXX-XXX, NPA + NXX-XXX, 00 or 1 + NPA + NXX-XXXX, and, when the end office is equipped for International Direct Dialing, 01 + CC NN or 011 + CC + NN.

When 101XXXX access code is used, FGD switching also provides for dialing the digit 00 for access to the Customer's operator, or at the Customer's option, the end-of-dialing digit (#) for cut-through access to the Customer's premises.

A Customer may order 950 access service over FGD to activate a Customer's designated 950-XXXX access code. This will allow the Company to direct those designated 950-XXXX calls dialed by the Customer's End Users to the Customer's access service. The Customer must be prepared to handle normally dialed FGD calls, as well as calls dialed with the designated 950-XXXX access code which requires the Customer to receive additional address signaling. Such calls will be rated as FGD.

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INTRASTATE ACCESS TARIFF

3.0 SWITCHED ACCESS SERVICES - (cont.)3.3 Ordering Procedures

The Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service including:

- (a) Customer name and premise address (es).
- (b) Billing name and address (when different from Customer name and address).
- (c) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.3.1 Ordering Options for Access Service

Switched access service is provided by the Telephone Company as trunk-side switched access with equal access capabilities compatible with industry standards for FGD Service.

3.3.1.1 Switched Access Service

When a Customer requests new or additional switched access services, one or more access service request (conforming to the latest version of ASOG) will be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an access service request for service, the Customer shall specify, at a minimum, information for switched transport as described in this tariff. This information is in addition to the basic trunkside switched access service arrangement information required under Section 3.3.1.2 of this tariff.

INTRASTATE ACCESS TARIFF

- 3.0 SWITCHED ACCESS SERVICES - (cont.)
- 3.3 Ordering Procedures - (cont.)
- 3.3.1 Ordering Options for Access Service - (cont.)

3.3.1.2 Trunkside Switched Access Service

For trunkside switched access service ordered in trunks, the Customer shall specify the number of trunks and the end office when switched transport and local switching options are desired. When ordering FGD trunks to a Customer-provided tandem, the Customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the Customer-provided tandem to assist the Telephone Company in its own efforts to project further facility requirements. In addition, the Customer shall specify for terminating access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The traffic type must also be specified using the same categories as described in this price list, to enable efficient provisioning and billing functions.

When a Customer orders switched access service in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3.3.1.3 FGD with SS7

When the Customer orders FGD service with SS7 out of band signaling, the Customer must specify the COSAC Service required between the Customer's SPOI and the Telephone Company's STP location per access order.

INTRASTATE ACCESS TARIFF**3.0 SWITCHED ACCESS SERVICES - (cont.)****3.3 Ordering Procedures - (cont.)****3.3.2 Order Modifications**

The Customer may request a modification of its access service request at any time prior to notification by the Telephone Company that service is available for the Customer's use. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the Customer. If the Customer still desires the access service request modification, the Telephone Company will schedule a new service date. All charges for access order modifications will apply on a per-occurrence basis. See Section 3.4 for applicable rates

INTRASTATE ACCESS TARIFF

3.0 SWITCHED ACCESS SERVICES - (cont.)3.3 Ordering Procedures - (cont.)3.3.2 Order Modifications - (cont.)

Any increase in the number of switched access service facilities or trunks will be treated as a new access service request (for the increased amount only).

3.3.2.1 Design Change

The Customer may request a design change to the service ordered. A design change is any change to an access service request which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by the Customer. Design changes include such things as a change of End User premise within the same serving wire center, the addition or deletion of optional features, functions, or a change in the type of transport termination (switched access only), type of channel interface, and type of interface group or technical specification package.

Design changes do not include a change of Customer point of presence. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

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3.0 SWITCHED ACCESS SERVICES - (cont.)3.3 Ordering Procedures - (cont.)3.3.2 Order Modifications - (cont.)3.3.2.1 Design Change - (cont.)

The Telephone Company will review the requested change, and notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the Customer authorizes the Telephone Company to proceed with the design change, a design change charge will apply.

A design change charge will apply, on a per order, per occurrence basis. This charge will not apply to change an incorrect address as long as the new address is in the same wire center as the incorrect address and the change is made prior to the issuance of a firm order commitment. If a change of service date is required, the service date change charge will apply. If the change of End User premises within the same serving wire center is requested, expedited order charges may also apply.

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3.0 SWITCHED ACCESS SERVICES - (cont.)3.3 Ordering Procedures - (cont.)3.3.2 Order Modifications - (cont.)3.3.2.2 Service Date Change

Access service request dates for the installation of new services or rearrangements of existing services may be changed. A service date change charge will apply, on a per order per occurrence basis, for each service date changed, pursuant to this price list.

A new service date may be established that is prior to the original standard or negotiated interval service date if the Telephone Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

If the service date is changed to an earlier date, the Customer will be notified by the Telephone Company that expedited order charges as set forth in this price list will apply. Such charges will apply in addition to the service date change charge.

When, for any reason the Customer indicates that service cannot be accepted on the service date, and the Telephone Company accordingly delays the start of service, a service date change charge will apply. If the Customer requested service date is more than 120 calendar days after the original service date, the order will be canceled by the Telephone Company.

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3.0 SWITCHED ACCESS SERVICES - (cont.)3.3 Ordering Procedures - (cont.)3.3.2 Order Modifications - (cont.)3.3.2.3 Expedited Orders

A Customer may:

- a) when placing an access service request for service(s), request a service date that is prior to the assigned service date.
- b) request an earlier service date on a pending or negotiated access service request, and
- c) request a change of End User premise within the same serving wire center.

If the Customer requests an earlier service date and/or a change of End User premise within the same serving wire center, and the Telephone Company agrees to provide the service on an expedited basis, an expedited order charge will apply.

When an expedited service date is missed, the expedited order charge will apply unless the missed service date is caused by the Telephone Company.

If costs other than additional labor are to be incurred when an access order is expedited, the Telephone Company will develop, determine and bill the Customer for the additional costs.

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INTRASTATE ACCESS TARIFF

3.0 SWITCHED ACCESS SERVICES - (cont.)3.4 Rates3.4.1 Application of Rates

The rates associated with switched transport service and local switching service are applied to all access minutes of use that originate and terminate at the Telephone Company's local switch, as well as alternate sources, as measured by the Telephone Company.

3.4.2 Rate Categories

Following is a description of the rate categories for the facilities required to provide switched access services to the Customer.

3.4.2.1 Local Switching Service

Local switching service provides the local end office switching, end user line termination and intercept functions necessary to complete the transmission of switched access communications to and from the end users serviced by the local end office.

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INTRASTATE ACCESS TARIFF**3.0 SWITCHED ACCESS SERVICES - (cont.)****3.4 Rates - (cont.)****3.4.3 Rating and Billing of Transport Where More Than One Company is Involved**

Switched access service to a Customer may involve more than one company for the provision of transport service. Each company will provide its portion of transport to the interconnection point with the next company. The mileage used to calculate charges for the company's transport service will be based on the Telephone Company's percentage of network facilities used to provide the service. Other companies involved with the transport service may bill according to their own tariffs or price lists.

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3.0 SWITCHED ACCESS SERVICES - (cont.)3.4 Rates - (cont.)3.4.4 Local Switching Service Rates

The following switched access rates apply per study-area in accordance with the requirements of the FCC's benchmark rate order in CC Docket No. 96-262 (FCC 01-146)

	<u>Rate Per Access Minute</u>	<u>For Service Rendered On And After</u>
Originating/Terminating (SBC Service Area)	\$0.003134	September 1, 2006
Originating/Terminating (Sprint Service Area)	\$0.003644	September 1, 2006
Originating/Terminating (Verizon Service Area)	\$0.0022077	September 1, 2006

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3.0 SWITCHED ACCESS SERVICES - (cont.)3.4 Rates - (cont.)

3.4.6	<u>Service Date Change Charge</u>	<u>Non-Recurring Charge</u>
	Per Order	\$44.00*
3.4.7	<u>Design Change Charge</u>	<u>Non-Recurring Charge</u>
	Per Order	\$44.00*
3.4.8	<u>Expedited Order Charge</u>	<u>Non-Recurring Charge</u>
	Per Order	\$44.00*
3.4.9	<u>ASR (Access Service Request) Fee</u>	<u>Non-Recurring Charge</u>
	Per Order	\$93.00

* Plus additional labor charges and/or expedited mailing charges when applicable.

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3.4.10	<u>Miscellaneous Charges</u>	<u>Non-Recurring Charge</u>
	Per Order	\$44.00**
3.4.11	<u>Data Base Query Charge</u>	<u>Non-Recurring Charge</u>
	Per Basic Query (SBC Service Area)	\$.002294
	Per Basic Query (Sprint Service Area)	\$.006755
	Per Basic Query (Verizon Service Area)	\$.0085684
	Per Premium Query (SBC Service Area)	\$.002502
	Per Premium Query (Sprint Service Area)	\$.008005
	Per Premium Query (Verizon Service Area)	\$.0085684

** Plus, hourly labor and engineering charges.

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