
RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL AND LONG DISTANCE SERVICES
IN THE STATE OF OHIO
BY
TALK AMERICA INC.

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

(T)

90-9030-TP-TRF

This Tariff describes the Company's Regulated Local and Long Distance Terms, Conditions, Payments and Rates and Charges.

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

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>Revision</u>	<u>Sheet No.</u>	<u>Level</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Level</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Level</u>
	Title	Second	31		Original	60		First
1	Seventh	*	32		Original	61		First
2	Third		33		Original	62		First
3	First		34		Original	63		First
4	First		35		Original	64		First
5	First		36		Original	65		First
6	Original		37		Original	66		First
7	Original		38		Original	67		First
8	Original		39		Second	68		First
9	Original		39.1		First	69		First
11	Original		40		First	70		First
12	Original		41		First	71		First
13	Original		42		Second	72		First
14	Original		43		First	73		First
15	Original		44		First	74		First
16	Original		45		First	75		First
17	Original		46		First	76		First
18	Original		47		First	77		First
19	Original		48		First	78		First
20	Original		49		First	79		First
21	Original		50		First	80		First
22	Original		51		First	81		First
23	Original		52		First	82		First
24	Original		53		First	83		First
25	First	*	54		First	84		First
26	Original		55		First	85		First
27	Original		56		First	86		First
28	Original		57		First	87		First
29	Original		58		First	88		First
30	Original		59		First	88.0.1		First
						88.1		First

* Indicates Tariff Pages Included with this Filing.

Issued: September 12, 2013

Effective: October 12, 2013

2134 W. Laburnum
Richmond, Virginia 23227

Case No. 13-1931-TP-ATA

CHECK SHEET, (Cont'd.)

<u>Revision</u> <u>Sheet No.</u>	<u>Level</u>		<u>Revision</u> <u>Sheet No.</u>	<u>Level</u>		<u>Revision</u> <u>Sheet No.</u>	<u>Level</u>
89	First	*					
90	Second	*					
91	Second	*					
92	First	*					
93	First	*					
94	First	*					
95	First	*					
96	Original						
97	First	*					
98	First	*					
99	First	*					
100	First	*					
101	First	*					
102	Second	*					
103	Original						
104	Original						
105	Original						
106	Original						

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL1001

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET.....	1
TABLE OF CONTENTS.....	3
APPLICATION OF TARIFF	5
EXPLANATION OF SYMBOLS	5
SECTION 1 - DEFINITIONS.....	6
SECTION 2 - REGULATIONS	11
2.1 Undertaking of the Company.....	11
2.2 Prohibited Uses	18
2.3 Obligations of the Customer	18
2.4 Customer Equipment and Channels.....	20
2.5 Customer Deposits and Advance Payments.....	23
2.6 Payment Arrangements.....	24
2.7 Allowances for Interruptions in Service	28
2.8 Cancellation of Service/Termination Liability	31
2.9 Customer Liability for Unauthorized Use of the Network	32
2.10 Use of Customer's Service by Other	33
2.11 Services to Hearing Impaired.....	33
2.12 Transfers and Assignments	34
2.13 Notices and Communications	34
2.14 IntraLATA Presubscription	35
2.15 Emergency Services (Enhanced 911)	37
2.16 Toll Blocking Rules	37
2.17 Customer Referral Program	37
SECTION 3 – EXCHANGE SERVICE AREAS	38
3.1 Exchange Service Areas	38
SECTION 4 – SERVICE CHARGES	39
4.1 Service Charges	39
4.2 Maintenance and Repairs.....	40
4.3 [RESERVED FOR FUTURE USE]	41
4.4 [RESERVED FOR FUTURE USE]	41
SECTION 5 – RESIDENTIAL LOCAL EXCHANGE SERVICES.....	42
5.1 [RESERVED FOR FUTURE USE]	42
5.2 Residential Basic Local Exchange Service.....	88.1

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Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

TABLE OF CONTENTS, (Cont'd.)

	<u>Page</u>	
SECTION 6 – OPTIONAL CALLING FEATURES	89	
6.1 Optional Calling Features	89	
SECTION 7 – MISCELLANEOUS SERVICES.....	93	
7.1 [RESERVED FOR FUTURE USE]	93	T
7.2 [RESERVED FOR FUTURE USE]	94	T
7.3 Listings	96	
7.4 [RESERVED FOR FUTURE USE]	100	T
7.5 [RESERVED FOR FUTURE USE]	101	T
7.6 [RESERVED FOR FUTURE USE]	102	T
SECTION 8 – SPECIAL ARRANGEMENTS.....	103	
8.1 Special Construction	103	
8.2 Individual Case Basis (ICB) Arrangements.....	105	
8.3 Special Promotions	105	
SECTION 9 – SERVICE AREA MAP.....	106	
9.1 AT&T Ohio Map	106	

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local and Long Distance Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain detariffed services which are not permitted in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-11(A)(2)).

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

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

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.

EXPLANATION OF SYMBOLS

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is to allow for billing of toll calls.

Billed to Calling Card: When user dials 0+ number and tells operator he or she wished to charge the call to their calling card instead of charging the call to the number they are calling from.

Bit: The smallest unit of information in the binary system of notation.

Collect: It is reverse-charging of an operator assisted call.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV, the issuer of this tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

"NPA": Numbering plan area or area code.

Off-Net: Customers or locations where the Company provides local service using the incumbent local exchange company's switching facilities via Unbundled Network Element Combinations 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 the incumbent local exchange company's.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written or verbal request for Network Services executed by the Customer and the Company in the format devised by the Company. The requesting of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control (or beyond the control of its underlying carrier(s)) including acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS 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.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.
- I. Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

The 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 preventative 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 Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the 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 Company, except upon the written consent of the Company.
- B. The 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 the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. The through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment; or
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 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.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the 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.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

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

- E. Customer bills for telephone service are due on the due date specified on the bill. If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty of 1.5% shall be due to the Company. Late payment charges are to be applied without discrimination. (C)
- F. 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. The address of the Commission is as follows: (C)

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) Weekdays or at www.PUCO.ohio.gov.

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 1-877-742-5622
From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

2.6.3 Discontinuance of Service for Cause

- A. If service is disconnected by the Company (in accordance with Section 2.6.3 following) 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 2.6.3 following) and later restored, restoration of service will be subject to the nonrecurring rates in Section 4 of this tariff.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause, (Cont'd.)

- B. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

The Company will comply with the disconnection requirements pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A through 2.6.5.C will be calculated and applied on a case-by-case basis.

Issued: April 9, 2008

Effective:

April 9, 2008

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

Case No. 08-352-TP-ATA
OHL0805

applied on a case-by-case basis.

Issued:	April 9, 2008	Effective:	April 9, 2008
By:	Francie McComb, Senior Vice President – Law & Public Affairs 2134 W. Laburnum Richmond, Virginia 23227	Case No. 08-352-TP-ATA <i>OHL0805</i>	

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

	<u>Maximum</u>	<u>Current</u>
Per Occurrence	\$25.00	\$25.00

2.6.8 SpeedPay

If the Customer's account is delinquent or when the Customer calls the Company's business office to make payment arrangement, the Customer will be given the option to pay via electronic payment system, SpeedPay. The Customer electing SpeedPay will be notified in advance of an additional SpeedPay processing fee of \$5.00. The Customer whose service has been disconnected may be required to reestablish service using SpeedPay and will be assessed the \$5.00 SpeedPay processing fee.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances, (Cont'd.)

- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall be determined pursuant, as outlined in Sections B. through D. below. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.10 Use of Customer's Service by Others

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for resold services appear in the price list 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 Utility 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.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Services to Hearing Impaired

2.11.1 Residential impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

2.11.2 Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 8:00a.m. to 4:59p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 5:00p.m. to 10:59p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may, subject to the Commission's approval and notice requirements, assign its rights and duties:

- 2.12.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.12.3 pursuant to any financing, merger or reorganization of the Company.

2.13 Notices and Communications

- 2.13.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.14 IntraLATA and InterLATA Presubscription

2.14.1 Presubscription

Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and or interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an toll carrier from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

IntraLATA and InterLATA Presubscription will become effective upon the initial offering of certified local exchange service.

Presubscription Options

Option A: Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

2.14.2 Rules and Regulations

Customers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, or D for Presubscription.

Customers may changed their selected Option and/or their presubscribed toll carrier at any time subject to charges specified in Section 2.14.4 below.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.14 IntraLATA and InterLATA Presubscription, (Cont'd.)

2.14.3 Presubscription Procedures

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.

2.14.4 Presubscription Charges

A. Application of Charges

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.

Per line, trunk or port	<u>Maximum</u>	<u>Current</u>
-- Manually Processed Change	\$10.00	\$ 5.00
-- Electronically Processed Change	\$10.00	\$ 1.25

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.15 Emergency Services (Enhanced 911)

This service allows Customers to reach the appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). These services will be provided free of charge to all Customers.

2.16 Toll Blocking Rules

The Company, when acting on behalf of an IXC, may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

All forms of toll blocking services offered by the Company to toll service providers must be provided on a nondiscriminatory basis to all toll providers, regardless of whether the Company has established a billing and collection agreement with the toll provider. Any charges for toll blocking services offered by the Company must be set forth in a Commission-approved tariff.

Upon payment by the Customer of all past due toll debt to the IXC or to the Company acting on behalf of the IXC, the Company will lift the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

2.17 Customer Referral Program

All active and local and long distance Customers in good payment standing may refer new Customers and receive a credit of \$20.00 for each new local telephone Customer who pays a minimum of 90% of their first invoice and \$10.00 for each new long distance Customer who pays a minimum of 90% of their first invoice.

The credit will be applied to the referring Customer's invoice and unused portions of the credit will be carried over to the following billing statement.

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 Local Exchange Carrier:

AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the 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.

SECTION 4.0 – SERVICE CHARGES

4.1 Service Charges

4.1.1 Description

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

4.1.2 Nonrecurring Charges - Residential Services

Line Installation Charge	<u>Current Rate</u>		
First Line	\$80.00		T
			D
Move / Add Charge	<u>Current Rate</u>		
First Line	\$55.00		D
			D
Line Change Charge			
First Line	\$25.00		D
			D
Line Disconnect Charge	\$10.00		
Restoration of Service charge	\$50.00		
Feature Installation Charge			
First Line	\$25.00		D

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Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

SECTION 4.0 – SERVICE CHARGES, (Cont'd.)

4.1 Service Charges, (Cont'd.)

4.1.3 Nonrecurring Charges –

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D

D

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Case No. OHL0806

SECTION 4.0 – SERVICE CHARGES, (Cont'd.)

4.2 Maintenance and Repairs

4.2.1 Description

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

4.2.2 Rates and Charges- Regulated Services

T

Per Premises Visit Charge	<u>Current</u>
First 60 minutes or fraction thereof	\$120.00
Each Add'l 15 minutes or fraction thereof	\$ 30.00

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2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

SECTION 4.0 – SERVICE CHARGES, (Cont'd.)

4.3 [RESERVED FOR FUTURE USE]

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4.4 [RESERVED FOR FUTURE USE]

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2134 W. Laburnum
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Effective: May 19, 2011
Case No. OHL0806

SECTION 5- RESIDENTIAL LOCAL EXCHANGE SERVICES

5.1 Residential Bundled Service Offerings

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D

D

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Case No. OHL0806

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings (Cont'd.)

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D

D

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Case No. OHL0806

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D

D

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Case No. OHL0806

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D

D

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D

D

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D

D

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D

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D

D

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D

D

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D

D

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D

D

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D

D

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D

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D

D

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D

D

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D

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D

D

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D

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D

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Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings (Cont’d.)

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

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D

D

Issued: May 19, 2011
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Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. *OHL0806*

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

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D

D

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By: Regulatory Manager
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Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

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D

D

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Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

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D

D

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2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

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D

D

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2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

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D

D

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2134 W. Laburnum
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Effective: May 19, 2011
Case No. *OHL0806*

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D

D

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Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

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D

D

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Case No. OHL0806

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D

D

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Effective: May 19, 2011
Case No. OHL0806

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D

D

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Effective: May 19, 2011
Case No. OHL0806

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D

D

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D

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Case No. OHL0806

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D

D

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Case No. OHL0806

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D

D

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Case No. OHL0806

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D

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2134 W. Laburnum
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D

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2134 W. Laburnum
Richmond, Virginia 23227

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D

D

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2134 W. Laburnum
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D

D

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2134 W. Laburnum
Richmond, Virginia 23227

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D

D

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D

D

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Effective: May 19, 2011
Case No. OHL0806

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

TALK AMERICA INC.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
First Revised Page 88
Cancels Original Page 88

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

Services and products formerly on this page have been detariffed and may now be found in the Company’s Ohio Price List No. 4.

D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

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Case No. OHL0806

TALK AMERICA INC.
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d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
First Revised Page 88.0.1
Cancels Original Page 88.0.1

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.2 Residential Basic Local Exchange Service

T

5.2.1 General

Residential Basic Local Exchange Service is available to residential Customers for typical residential usage which is presumed to be local usage that does not exceed 5,000 minutes per month per line. If the usage threshold is reached, the Company will notify the Customer that the usage does not appear to be typical residential usage. The Company will allow the Customer an opportunity to discuss alternative services options, such as an alternative calling plan.

Residential Basic Local Exchange Service includes the following functions and features:

- Access to local dial tone;
- Touch tone dialing service;
- Unlimited local calls;
- Access to E911, operator and directory services;
- Provision of a telephone directory and a listing in that directory;
- Per call, caller identification blocking services;
- Access to telecommunications relay service;
- Access to interLATA and interLATA long distance services, which are priced separately;
- Access to optional calling features, which are priced separately.

5.2.2 Rates and Charges

1. Nonrecurring Charges

Nonrecurring Charges, as set forth in Section 4.1.3 apply.

2. Monthly Recurring Charge

	<u>Maximum Charge</u>	<u>Current Charge</u>
Monthly Recurring Charge, Per Line	\$30.00	\$28.95

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0806

SECTION 6 – OPTIONAL CALLING FEATURES

6.1 Optional Calling Features

Services and products formerly on this page have been detariffed and may now be found in the Company's Ohio Price List No. 4.

D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

TALK AMERICA INC.
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d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
Second Revised Page 90
Cancels First Revised Page 90

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

Services and products formerly on this page have been detariffed and may now be found in the Company's Ohio Price List No. 4.

D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

TALK AMERICA INC.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
Second Revised Page 91
Cancels First Revised Page 91

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

Services and products formerly on this page have been detariffed and may now be found in the Company's Ohio Price List No. 4.

D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

TALK AMERICA INC.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
First Revised Page 92
Cancels Original Page 92

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

TALK AMERICA INC.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
First Revised Page 93
Cancels Original Page 93

SECTION 7 – MISCELLANEOUS SERVICES

Services and products formerly on this page have been detariffed and may now be found in the Company's Ohio Price List No. 4.

D

D

Issued: May 19, 2011
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2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

TALK AMERICA INC.
d/b/a Cavalier Telephone
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d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
First Revised Page 94
Cancels Original Page 94

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

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TALK AMERICA INC.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

PUCO Tariff No. 4
First Revised Page 95
Cancels Original Page 95

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

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D

D

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By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings

7.3.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company. Only information necessary to identify the Customer is included in these listings. Abbreviations may be used in listings as required. A listing may be rejected that is judged to be objectionable. A name may be repeated in the white pages only when a different address or telephone number is used.

7.3.2 Composition of Listings

A. Name

1. Business Service

The following names may be included in business service listings

- a. The name of Customer or joint user.
- b. The name of each business enterprise which the Customer or joint user conducts.
- c. The name by which the business of a Customer or joint user is known to the public.
- d. The name of any person associated with the Customer or joint user in the same business.
- e. The name of any person, firm or organization which the Customer or joint user is authorized to represent, or the
- f. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing, in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the Customer or joint user.
- h. The name of an inactive business organization in a crossreference listing when authorized by such business or organization.
- i. The name of a member of the Customer's domestic establishment when business service is furnished in the Customer's Residential.
- j. The name of a corporation which is the parent or subsidiary of the Customer.
- k. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a Residential type listing with the telephone number of the PBX service.
- l. The name of the Customer to a sharing arrangement.

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings, (Cont'd.)

7.3.2 Composition of Listings, (Cont'd.)

B. Address

Each listing may, but does not have to, include the street address where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

T

C. Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

T

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

7.3.3 Types of Listings

A. Main Listings:

1. Main Standard Listing

A main listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to Section 7.3.2.B.

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B. [RESERVED FOR FUTURE USE]

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D

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SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings, (Cont'd.)

7.3.3 Types of Listings (Cont'd)

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings (Cont'd.)

7.3.3 Types of Listings (Cont'd.)

B. [RESERVED FOR FUTURE USE]

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C. Rates and Charges

Initial White Pages Listing

Per Main Listed Account Number No Charge

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D

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By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.4 [RESERVED FOR FUTURE USE]

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D

D

Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.5 [RESERVED FOR FUTURE USE]

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D

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Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.6 [RESERVED FOR FUTURE USE]

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D

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Issued: May 19, 2011
By: Regulatory Manager
2134 W. Laburnum
Richmond, Virginia 23227

Effective: May 19, 2011
Case No. OHL0805

SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Special Construction

8.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the Cearrangements of existing facilities. Cost installed includes:
 - 1. Equipment and materials provided or used,
 - 2. Engineering, labor and supervision,
 - 3. Transportation, and
 - 4. Rights of way;
- 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.

SECTION 9 – SERVICE AREA MAP

9.1 AT&T Ohio Exchanges



Issued: April 9, 2008
By: Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Richmond, Virginia 23227

Effective: April 9, 2008
Case No. 08-352-TP-ATA
OHL0805