

FILE

Windstream Communications
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Kathy E. Hobbs
VP- State Government Affairs



July 30, 2007

Ms. Renee J. Jenkins
Director of Administration
Secretary of the Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

PUCO

2007 JUL 30 AM 11:54

RECEIVED-DOCKETING DIV

Re: Case No. 07-⁵⁸⁷~~588~~-TP-EMG - Windstream Ohio, Inc.
TRF No: 90-5002-TP-TRF

Dear Ms. Jenkins:

Please find enclosed, for filing with this Commission, one original and two copies of final tariff pages as authorized by this Commission in its Finding and Order dated July 25, 2007, in the above referenced matter. This filing introduces a new service, Wireless 9-1-1 Service.

If you have any questions, please contact me at 614-228-9484.

Sincerely,

Kathy E. Hobbs

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document as part of course of business.
Technician SM Date Processed 7/30/07

GENERAL EXCHANGE TARIFF
P.U.C.O. No. 1

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P.U.C.O. No. 1

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Note: Rates for Tier 1 Core services are capped at current rates. Rates for Tier 1 Non-Core services are capped at current rates until October 15, 2006. After October 15, 2006, Tier 1 Non-Core rates can be increased to a maximum cap of double the initial rate, other than the second local exchange access line and call waiting, which are limited to a ten percent increase per year until they cap at double the initial rate. This pricing flexibility is in accordance with O.A.C. 4901:1-4 and Alt Reg Case # 04-1358-TP-ALT effective October 15, 2004.

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S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

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11.7 Wireless 9-1-1 Service³

11.7.1 Service Description

Wireless 9-1-1 Service (W9-1-1) is a service that routes emergency wireless calls to specific Public Safety Answering Points (PSAPs) and provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to support the Federal Communication Commission's (FCC) Phase I and Phase II requirements as established in CC Docket No. 94-102.

This service will support the following W9-1-1 design solutions:

- Call Path Associated Signaling (CAS) ^{1,2}
- Non-Call Path Associated Signaling (NCAS)
- Hybrid ²

11.7.2 Definitions

9-1-1 Selective Router

A central office providing tandem switching capability for 9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function capability and certain maintenance functions for each PSA.

Billing Unit

A billing unit represents each 1000 in population for the area being serviced by a Wireless 9-1-1 Customer. The population for the W9-1-1 Customer will be divided by 1000 to determine the total number of billing units for the W9-1-1 customer.

Call Path Associated Signaling (CAS)

A W9-1-1 solution set that utilizes the voice transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

Emergency Services Routing Digits (ESRD)

A 10-digit number that is normally used to identify the cell site/sector serving the caller. The selective router uses the ESRK to selectively route the call to the designated PSAP.

Emergency Services Routing Key (ESRK)

A 10-digit telephone number that is normally used to identify an ongoing W9-1-1 call and to correlate the associated data for that call. The selective router uses the ESRK to selectively route the call to the designated PSAP.

1. The CAS solution does not support Phase II and customers that utilize CAS for Phase I will be required to migrate to NCAS or Hybrid solutions for Phase II implementation.
2. The customer provided interface with the selective router must meet the requirements of the National emergency Number Association (NENA) specification 03-002: (NENA Recommendation for the Implementation of Enhanced MF Signaling. E9-1-1 Tandem to PSAP".
3. Denotes Tier 1 Non-core service.

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11.7. Wireless 9-1-1 Service (Continued)

11.7.2 Definitions (Continued)

Hybrid

A W9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number to the PSAP and a separate transmission path to deliver the caller's location information to the PSAP.

Mobile Directory Number (MDN)

A 10-Digit telephone number that identifies the calling party and can be used as a call back number.

Mobile Switching Center

A switch that provides wireless telephone service.

Non-Call Path Associated Signaling (NCAS)

A W9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission to deliver the Mobile Directory Number and the caller's location to the PSAP.

Phase I Service

W9-1-1 service that provides the PSAP with the call-back telephone number of the W9-1-1 caller and the location of the cell site or base station transmitting the call.

Phase II Service

W9-1-1 service that provides the PSAP with all Phase I information plus more precise caller longitude and latitude location information as required by the FCC in CC Docket No. 94-102 (Latitude and Longitude information may require a manual rebid from the PSAP to receive that information).

Pseudo-Automatic Number Identification (pANI)

A number, consisting of the same number of digits as ANI, but is used in place of an ANI to convey a special meaning. The specific meaning assigned to the pANI is determined by agreements, as necessary, between the telephone system originating the call, intermediate telephone systems handling and routing the call, and the destination telephone systems handling and routing the call, and the destination telephone system. The pANI identifies the destination PSAP, or location of the base station or cell site through which a mobile call originates.

Wireless 9-1-1 Customer (Customer)

The Wireless 9-1-1 Customer is the authorized county government unit to who authority has been lawfully delegated for the implementation of wireless 9-1-1 service at the PSAP or PSAPs under its jurisdiction. The customer may authorize individual PSAP to work directly with the Company during implementation of W9-1-1 service.

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11.7. Wireless 9-1-1 Service (Continued)

11.7.2 Definitions (Continued)

Wireless Service Provider

A facilities-based provider of wireless service to one or more end users in this state.

Wireless End user

An individual or organization authorized to use the telephone services provided by the Wireless Service Provider

11.7.3 Terms and Conditions

Request for this service: (1) can only be initiated by a W9-1-1 Customer; (2) must be provided to the Company in writing 150 days prior to the desired service date for both Phase I or Phase II service; and (3) must identify service locations and arrangements.

W9-1-1 will be provided where facilities permit. If facilities are not available, the Company will negotiate a mutually agreeable service date with the customer.

The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless solution. A PSAP must be able to accept 8, 10 or 20 digits when the wireless solution is NCAS, Hybrid, or CAS, respectively. If a PSAP CPE does not meet these requirements, the Company will continue to selectively route wireless 9-1-1 calls to the designated PSAPs. However, the PSAP may not receive callback or location information for these calls.

Customer Obligations ¹

1. The Customer is responsible for ensuring that the Wireless Service Provider creates, maintains and forwards to the Company current pANI data according to the format and procedures specified by the Company.
2. W9-1-1 Service Wireless End User's information is confidential. The Customer agrees to use such information only for the purpose of responding to emergency calls.
3. The Wireless End User forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the LEC. The Wireless End User (Published and Non-published) consents to the storage and retention of Wireless End User's location and telephone number in the data base and also consents to access this information by the PSAP for the sole purpose of responding to an emergency call.
4. The Customer has the responsibility for reporting all errors, defects and malfunction that they are aware of to the Company in a timely manner provided the Company is the service provider.

1. The company will participate in all coordination efforts as appropriate.

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11.7. Wireless 9-1-1 Service (Continued)

11.7.3 Terms and Conditions (Continued)

5. Cancellation of the service in whole or in part by the Customer prior to establishment thereof, will require payment of an amount equal to the cost of engineering, manufacturer's billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation resulting from the Customer's order for service.
6. The PSAP will be responsible for any local or long distance toll associated with the call-back of wireless callers or the transferring of calls to non-PSAP locations.
7. From the effective date of this tariff forward, the PSAP will, if needed, order Enhanced Multi-Frequency (E-MF) trunks for additional Selective Router to PSAP trunks. The customer provided interface with the Selective Router must meet the requirements of the National Emergency Number Association (NENA) specification 03-002; "NENA Recommendation for the Implementation of Enhanced MF Signaling, E9-1-1 Tandem to PSAP".
8. The Company will assign one wireless Emergency Service Number (ESN) per PSAP receiving primary routed wireless calls.
9. The Company will provide additional Router to PSAP trunks dedicated to wireless service, and/or Power Failure/Make Busy circuits at the customer's request. The rate for these circuits can be found in Section 11.7.4 below.
10. The Company will route W9-1-1 calls based on the ESN associated with the pseudo Automatic number identification (pANI) that identifies the call site/cell face or routing key. When call routing capability based on longitude and latitude becomes available, the Company will revise this tariff and identify the corresponding rates for such service.
11. The Company's liability and that of its officers or employees to any person for interruption or failure of W9-1-1 Service is limited by the terms set forth in this section, other sections of this tariff, and by law.
12. W9-1-1 Service is provided solely for the benefit of the Customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any LEC obligation toward, or any right of action on behalf of, any third person or other legal entity.
13. To the extent allowed by law, the Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demand, suites or other action, or any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others.
14. The Company supported segment of the W9-1-1 Service will be designed to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 9-1-1 systems are equipped with the features required to provide W9-1-1 service.

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11.7 Wireless 9-1-1 Service (Continued)

11.7.3 Terms and Conditions (Continued)

15. To the extent allowed by law, the Customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person of persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 9-1-1 service features and connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing W9-1-1 service hereunder, and which arise out of the negligence of the Company or the negligence of other wrongful act of the W9-1-1 Customer, its user, agencies or municipalities or the employees or agent of any of them.
16. To the extent allowed by law, the Customer and the Wireless Service Provider agree to indemnify, defend, and hold harmless the Company from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from the Customer and/or Wireless Customer providing the Company with inaccurate, out of date or improperly formatted MDN or pANI data.
17. To the extent allowed by law, the Customer and the Wireless Service Provider agree to indemnify, defend, and hold harmless the Company from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any and all equipment failure or defects or errors in transmission on the part of the Customer or the Wireless Service Provider.
18. The customer acknowledges that W9-1-1 service requires that the respective wireless service providers have the capability to forward the wireless subscriber's call and associated call data to the Company for transport to the Customer.
19. The Customer will provide the Company with the population total within its jurisdiction in a format agreed to by the Company.
20. Under no circumstances should a Wireless Service Provider or the Customer allow delivery of wireless calls (for overflow or contingency purposes) onto Router to PSAP trunks or into the selective router over public switched network circuits (e.g. any circuit or trunk not dedicated to 9-1-1 use), or through calls to an E9-1-1 routing/test number associated with the PSAP trunk group.
21. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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Filed under authority of
Order No. 07-587-TP-EMG
Issued by the Public Utilities
Commission of Ohio

Issued by:
Vice President
Little Rock, Arkansas

Issued: May 14, 2007
Effective: July 30, 2007

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11.7 Wireless 9-1-1 Service (Continued)

11.7.4 Rates and Charges

Wireless 9-1-1 (W 9 1-1) Service
W9-1-1 Service with wireless switch
Features, Selective routing (SR), SR and ALI
Database upgrades, record entry, assignment
Of one wireless ESN per wireless PSAP, and
Storage and processing of ANI/ALI 1,2,3,4,5

	Monthly Rate	Nonrecurring Charge
- Phase I service per billing unit	\$10.75	\$100.50
- Phase II service per billing unit	1.05	107.00
Additional Router to PSAP trunks dedicated to wireless service, and/or Power Failure/Make Busy circuits	21.00	

1. In applications utilizing a third party database provider, the Company will not assess the completeness of the received ALI record, but will simply deliver it to the PSAP. It will be the responsibility of the third party database provider to ensure that the ALI record provides both the W9-1-1 Phase 1 and 2 data as required by the FCC.
2. Population data and billing unit calculations will be revisited before the fifth year anniversary of the effective date of this tariff.
3. Billing units will be rounded to the next highest number to determine the number of billing units (i.e., .5 or higher equals 1.0) A minimum of one (1) billing unit will apply to each rate shown above.
4. Billing of Phase I rates will begin when the first PSAP within the Customers jurisdiction converts to Phase I. Billing of Phase II rates will begin when the first PSAP within the Customers jurisdiction converts to Phase II.
5. Phase II rates are paid in addition to Phase I rates when Phase II service is implemented. If only Phase I service is purchased, then only the Phase I nonrecurring and monthly recurring charge will be assessed. If Phase II service is purchased by a PSAP that has above Phase I service, the incremental Phase II nonrecurring charge will apply and the PSAP would be billed both the Phase I and Phase II monthly recurring

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