



PUCO

June 23, 2011

Ms. Betty McCauley Acting Chief, Docketing Division The Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215-3793

RE: Case No. 11-2951-TP-ATA 90-9095-TP-TRF

In the Matter of the Application of Windstream NuVox Ohio, Inc. to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD

Dear Ms. McCauley:

Enclosed, please find an original and ten copies of an Exhibit B replacement to the original filing on May 13, 2011. Please fine these in the above referenced proceedings.

If you have any questions, please advise.

Sincerely,

Kathy E. Hobbs

Vice President - State Government Affairs

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Technician Date Processed (a) 23 2011

# EXHIBIT B (Proposed Revised Tariff Pages)

This tariff, P.U.C.O. No. 4, filed by Windstream NuVox Ohio, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. No. 1, issued by Windstream NuVox Ohio, Inc.

# **COMPETITIVE**

## GENERAL EXCHANGE CARRIER

## **SERVICES**

**OF** 

WINDSTREAM NUVOX OHIO, INC.

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# EXPLANATION OF SYMBOLS, REFERENCES 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) means a correction.
- (CP) means to change in practice.
- (CR) means a change in rate.
- (CT) means change in text.
- (DR) means discontinued rate.
- (FC) means a change in format lettering or numbering.
- (MT) means moved text.
- (NR) means new rate.
- (RT) means removal of text.

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by NuVox Communications of Ohio, Inc., hereinafter referred to as the "Company", to Customers within its local exchange service area. The Company is certified to provide service pursuant to the Public Utilities Commission of Ohio's decision in Docket Number 99-1413-TP-ACE. Rates, terms and conditions are available on the Company's website, <a href="www.windstream.com">www.windstream.com</a>. Rates, terms and conditions applicable to the Company's intrastate dedicated services and intrastate switched access services are contained in the Company's Tariff No. 2.

#### Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows customers to reach 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).

The Company is obligated to supply the E911 service provider in the Company's service area with accurate information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusive owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges on a per line basis and remit all surcharge revenue to the appropriate government entity.

911 Surcharge

Max. \$1.00

### Telecommunications Relay Service (TRS)

Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

Customers may be assessed a charge per line per month to fund Telecommunications Relay Services for the State of Ohio in accordance with Section 4905.84 of the Revised Code. This charge shall in no event exceed the per end-user line (or equivalent) assessment levied by the Public Utilities Commission of Ohio upon the Company.

#### Special Construction

#### **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) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

### **Basis for Cost Computation**

Costs may include one or more of the following items to the extent they are applicable:

- 1) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- cost of maintenance;
- 3) 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;
- 4) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5) license preparation, processing and related fees;
- 6) tariff preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided; or
- 8) an amount for return and contingencies.

### Special Construction - (Continued)

#### Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

The termination period is the estimated service life of the facilities provided.

The maximum termination liability amount is equal to the estimated amounts for:

- 1) Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way:
- license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

#### Local Number Portability

#### Description

Local Number Portability (LNP) allows Customers to keep their current telephone number when they choose to change local service providers. LNP is accomplished by the Central Office Switch making an inquiry (DIP) to the LNP database to find the correct routing information to complete the call.

The Company will provide for LNP where technically feasible for both resold and facilities-based services. The Company bears no liability for a call that is prevented from being completed due to inaccuracies in the LNP database.

LNP fees will be listed as a separate line item on the Customer's bill.

Local Number Portability - Location Routing Number (LNP-LRN)

LNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications carriers routing telephone calls to an end-user that has ported their telephone number form one Telecommunications carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 Telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of a called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriated Telecommunications Carrier based on the LRN.

#### Terms and Conditions

- A. Local Number Portability is available to telecommunications carriers for use in the provisioning of telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.
- B. LNP is a service arrangement whereby a Customer, who switches his subscription from one Telecommunications Carrier's service to another Telecommunication Carrier's service is permitted to retain his existing or currently assigned telephone number when he remains within the same rate center. This change from one Telecommunications Carrier to another constitutes porting a number.

ISSUED: May 13, 2011

EFFECTIVE: May 13, 2010

#### Local Number Portability (Continued)

### Rules and Regulations

- A. LNP service and facilities will only be provided where technically feasible and are subject to the availability of facilities pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-345-IP-COI, and may only be furnished from properly equipped central offices. LNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.
- B. General Rules and Regulations found in this tariff apply to this section unless otherwise specified in this section.

#### Responsibility of the Company

- A. The Company is responsible for providing compatible facilities or contracting for compatible facilities to comply with the terms of this section and PUCO and FCC Orders and Rules governing LNP.
- B. The Company is responsible for providing accurate and timely updates for the LNP database.
- C. The Company is responsible for insuring its facilities are capable of accepting LNP ported numbers.
- D. The Company is responsible for insuring that it makes no requests to port a number without proper authorization from the Customer. Further, the Company must maintain records to be able to provide acceptable proof, upon request of the PUCO, that it had authorization to make the request to port the number.
- E. The Company is responsible for charges in association with access for the use of the LNP database. When access is obtained through the use of another Carrier's facilities, the contractual charges between the Company and the Carrier supplying access to the database will apply. When access is directly with the LNP designated contractor, charges as defined by the FCC and the PUCO will apply.

#### Limitations of Services

- A. The Company is not responsible for adverse affects on any service, facility, or equipment from the use of LNP service.
- B. The Company is not responsible for variations in transmission characteristics due to the routing of calls and other services over LNP facilities.
- C. The Company is not responsible for any degradation or loss of service over LNP facilities due to a change or modification in LNP system design.

### Customer Responsibilities

Customers are responsible for payment of LNP service charges defined by the FCC and PUCO. Charges, if any, will appear as a separate line item on each Customer's bill.

#### PRICE LIST

## 911 SURCHARGE

\$.12/line

## PRESUBSCRIPTION:

Electronic PIC Change, per line \$1.25 Manual PIC Change, per line \$5.50

When both the interlata and intralata PIC is changed simultaneously, 50% of the intralata PIC charge will be waived.

## The Public Utilities Commission of Ohio

## TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

## For Non-BLES Carriers

# Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011)

Company Name Windstream NuVox Ohio, Inc.	
Company Address 4001 N. Rodney Parham Road, Little Rock, Arkansas 72212	
Company Web Address <u>www.windstream.com</u>	
Regulatory Contact Person Kathy E. Hobbs Phone 614 228-9484 Fax 614 224-4433	_
Regulatory Contact Person's Email Address Kathy. Hobbs@windstream.com	
Contact Person for Annual Report Lezlie Young Phone 501 748-5150 Fax 501 748-6583	
Consumer Contact Information Mollie Chewning Phone 704 814-2531 Fax 704-845-5173	
TRF Docket No. <u>90-9095-TP-TRF</u>	
I. Company Type (Check all applicable):	
Non-BLES CLEC  Other (explain)	
II. Services offered (Check all applicable):	
□ Toll services (intrastate)	
Local Exchange Service (i.e., residential or business bundles)	
Other (explain)	
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):	
□ Toll Presubscription	
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*	
▼ N-1-1 Service (9-1-1)	
Pole Attachment and Conduit Occupancy	
Pay Telephone Access Lines	
□ Inmate Operator Service	
X Telephone Relay Service	

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier

rules found in Chapter 4901:1-7, Ohio Administrative Code.

# Part IV. - Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, <u>Windstream NuVox Ohio, Inc</u> , make statements on it behalf.	and am authorized to
(Name)	
I understand that Telephone companies have certain responsibilities to its customers under the Telecommunic Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the sunderstand that non-compliance can result in various penalties, including the suspension of our certificate to o Ohio.	practices; truth in billing state of Ohio and
I declare under penalty of perjury that the foregoing is true and correct.	
(Signature and Title) Kathy E. Hobbs, Vice President, State Government Affairs	
<u>June 23, 2011</u> (Date)	