

**BEFORE
THE PUBLIC UTILITY COMMISSION OF OHIO**

| | | |
|-----------------------------------|---|--------------------------------|
| In the Matter of the Complaint of |) | |
| THE NOVA TELEPHONE COMPANY, |) | |
| |) | |
| Complainant, |) | Case No. <u>13-2443-TP-CSS</u> |
| |) | |
| v. |) | |
| |) | |
| FRONTIER NORTH, INC., |) | |
| |) | |
| Respondent. |) | |

**THE NOVA TELEPHONE COMPANY'S
COMPLAINT**

Pursuant to Ohio Revised Code Section (“R.C.”) 4905.26 and Ohio Administrative Code (“OAC”) Rule 4901-9-01, The Nova Telephone Company (“Nova”), respectfully files this Complaint against Frontier North, Inc. (“Frontier”) for violations of R.C. 4905.22, R.C. 4905.35, and other regulatory and contractual obligations, as more fully described herein and set forth in the Extended Area Service Agreement between the parties and Nova tariffs on file with the Public Utilities Commission of Ohio (the “Commission”). This case involves disputes and claims asserted by Nova against Frontier for, among other things, unjust, unreasonable and unlawful charges and imposition of undue prejudice and disadvantage against Nova. Said disputes and claims involve Frontier, its predecessor, Verizon North, Inc., and its predecessor GTE North Incorporated.¹ Accordingly, for its Complaint, Nova states as follows:

PARTIES AND JURISDICTION

1. Complainant Nova is an Ohio corporation whose business address is 255 Township Road 791, Nova, OH 44859.

¹ The claims comprising this case relate to Respondent Frontier, its predecessor, Verizon North, Inc., and its predecessor GTE North Incorporated. For the sake of convenience, Respondent Frontier and all of its predecessors are collectively referred to in this Complaint as “Frontier.”

2. Complainant Nova is authorized by the Commission to provide telecommunications services in the State of Ohio and conducts operations primarily as a rural incumbent local exchange carrier.

3. Respondent Frontier is authorized to operate within Ohio as a “public utility” and “telephone company” as these terms are defined in R.C. 4905.02 and 4905.03(A)(3).

4. The Commission has jurisdiction to entertain this Complaint pursuant to R.C. 4905.26, which authorizes the Commission to hear and review the adequacy and reasonableness of any service provided by a public utility upon a complaint that such service is “in any respect unreasonable, unjust, discriminatory, or preferential, or that any service is, or will be, inadequate or cannot be obtained.”

5. The Commission also has jurisdiction over this Complaint pursuant to Sections 251 and 252 of the Act, and R.C. 4927.04.

FACTUAL BACKGROUND

6. At all times relevant to these proceedings, Respondent Frontier and Complainant Nova were parties to an Extended Area Service Agreement (the “EAS Agreement”), dated June 4, 1990, as amended, a copy of which is attached and incorporated herein as **Exhibit “A”** to this Complaint.

7. The EAS Agreement provided for, among other things, Nova’s rental of repeater equipment from Frontier or Frontier’s predecessor(s), which repeater equipment was used in conjunction with copper transmission lines, and further provided that charges for the repeater equipment were subject to adjustment for changes “in the amount or type of carrier repeater equipment being furnished by Frontier to Nova.”

8. On or about December 1997, Nova replaced its copper facilities with fiber optic facilities and discontinued its use of the repeater equipment, thereby reducing to none the amount of carrier repeater equipment being furnished by Frontier to Nova. The reduction constituted a “change in the amount or type of carrier repeater equipment being furnished by Frontier to Nova.”

9. In spite of Nova’s discontinued use of the repeater equipment, Frontier failed to adjust the charges and, instead, continued to invoice Nova for the full amount of all charges from January 1998

through May 2013 totalling \$47,430.30, of which Nova inadvertently paid \$42,302.70. On information and belief, Frontier discontinued invoicing rental charges for the carrier repeater equipment after May 2013, but has failed and refused, and continues in its failure and refusal, to credit or write-off the unpaid balance or refund the inadvertently paid amount, despite Nova's ongoing demands for the same.

10. At all times relevant to these proceedings, Nova published and maintained Nova Tariff P.U.C.O. No. 1 and referenced and participated in NECA Tariff F.C.C. No. 5 (collectively, the "Access Tariff"), whereby Nova established rates and charges for access to and termination of telecommunications traffic on Nova's facilities by originating carriers, such as Frontier. The applicable tariffs comprising the Access Tariff are on file, are a matter of public record, and are available for inspection by the general public, and copies of the applicable tariff pages are attached and incorporated herein as **Exhibit "B."**

11. Pursuant to the Access Tariff, Nova invoiced Frontier for termination of telephone calls originating with Frontier, and all of said invoices have been delivered to and acknowledged by Frontier. To date, Frontier has paid some, but not all, of the invoices, leaving an outstanding balance on Nova's account for Frontier. To date, Frontier has failed and refused, and continues in its failure and refusal, to pay the outstanding invoices for access and services provided by Nova and utilized by Frontier in providing its own services, despite Nova's ongoing demands for payment. The invoices contain information proprietary in nature to both parties and thus are not attached to this Complaint, but all invoices remain available for inspection by Frontier and, as stated herein, have previously been provided to Frontier.

12. On information and belief, pursuant to the Access Tariff, Frontier utilizes the Nova facilities to provide, among other things, access and services to Frontier's UNE-P CLEC customers, for which Frontier is obligated to provide information and usage reports and to compensate Nova according to the Access Tariffs. Accordingly, Nova has utilized reasonable commercial efforts to calculate the corresponding charges pursuant to the Access Tariff for the Frontier services and has supplied Frontier with the resultant invoicing.

13. To date, Frontier has failed to provide information and usage reports relating to access and services utilized by Frontier's UNE-P CLEC customers and has failed to pay Nova's corresponding invoices or otherwise compensate Nova accordingly, despite demands of Nova for the same.

14. The amounts owed by Frontier to Nova far exceed any amounts lawfully owed by Nova to Frontier, if any, and thus, amounts owed by Nova to Frontier, if any, are subject to setoff and are disputed. Further, Nova has submitted disputed, and continues to dispute, the Frontier charges relating to the repeater equipment.

COUNT ONE: Frontier Has Been Unwilling to Provide or Correct Invoicing for Carrier Repeater Equipment Rental and Charges Unjustly, Unreasonably and Unlawfully Charged to Nova, in Violation of R.C. 4905.22 and 4905.35.

15. Nova incorporates all prior paragraphs of this Complaint, as if fully restated herein.

16. R.C. 4905.22 provides as follows:

Every public utility shall furnish necessary and adequate service and facilities, and every public utility shall furnish and provide with respect to its business such instrumentalities and facilities, as are adequate and in all respects just and reasonable. All charges made or demanded for any service rendered, or to be rendered, shall be just, reasonable, and not more than the charges allowed by law or by order of the public utilities commission, and no unjust or unreasonable charge shall be made or demanded for, or in connection with, any service, or in excess of that allowed by law or by order of the commission.

17. At all times relevant to these proceedings and dating back to at least January 1998, Frontier has invoiced and demanded charges for carrier repeater equipment, which equipment was not provided to or utilized by Nova, all in violation of, among other things, R.C. 4905.22.

18. Frontier has since acknowledged the charges as unjust, unreasonable, and more than the charges allowed by law but has failed and refused, and continues in its failure and refusal, to refund or credit any of the charges to Nova, despite Nova's demands for the same.

19. By failing and/or refusing refund or credit the charges to Nova, or to submit correct invoicing to Nova reflecting only reasonable, just and lawful charges, Frontier failed and refused, and continues in its failure and refusal, to invoice and demand only those charges that are just, reasonable and allowed, all in violation of R.C. 4905.22.

20. By failing and/or refusing to correct said invoicing, in spite of acknowledging Nova's disputes and claims as justified and allowed, Frontier failed and refused, and continues in its failure and refusal, to invoice and demand only those charges that are just, reasonable and allowed, all in violation of R.C. 4905.22.

21. R.C. 4905.35 provides, in pertinent part:

No public utility shall make or give any undue or unreasonable preference or advantage to any person, firm, corporation, or locality, or subject any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage.

22. Among other things, in invoicing Nova and demanding charges that are unjust, unreasonable, and in excess of lawful charges, including without limitation those charges established in the EAS Agreement, Frontier has subjected Nova and Nova's customers to undue and unreasonable prejudice and disadvantage, including but not limited to interfering with Nova's ability to conduct business and with the rights of Nova and Nova's customers to be free from prejudicial treatment, all in violation of R.C. 4905.35.

COUNT TWO: Frontier Has Been Unwilling to Compensate Nova for Access to Nova's Network and Corresponding Services Utilized by Frontier in Providing Its Own Services to Frontier Residential and UNE-P CLEC Customers, in Violation of R.C. 4905.22 and R.C. 4905.35.

23. Nova incorporates all prior paragraphs of this Complaint, as if fully restated herein.

24. At all times relevant to these proceedings, Frontier has provided services to its residential and UNE-P CLEC customers, through, in whole or in part, access to Nova's network and corresponding use of services, all of which are subject to lawful rates and charges established in the Access Tariffs.

25. Frontier has since acknowledged some or all of Nova's rates and charges as just, reasonable, and allowed by law but has failed and refused, and continues in its failure and refusal, to pay any of the charges to Nova or compensate Nova accordingly, despite Nova's demands for the same.

26. By failing and/or refusing to pay the charges to Nova or to otherwise compensate Nova accordingly, Frontier failed and refused, and continues in its failure and refusal, to provide and furnish

instrumentalities and facilities, as are adequate and in all respects just and reasonable, all in violation of R.C. 4905.22.

27. By failing and/or refusing to pay the charges to Nova or to otherwise compensate Nova accordingly, Frontier subjected, and continues to subject, Nova to undue or unreasonable prejudice or disadvantage, all in violation of R.C. 4905.35.

COUNT THREE: Frontier Has Been Unwilling to Supply Nova with Information and Usage Reports Relating to Services Utilized by Frontier in Providing Its Own Services to Frontier Residential and UNE-P CLEC Customers, in Violation of R.C. 4905.22 and R.C. 4905.35.

28. Nova incorporates all prior paragraphs of this Complaint, as if fully restated herein.

29. At all times relevant to these proceedings, Frontier has provided services to its residential and UNE-P CLEC customers, through, in whole or in part, access to Nova's network and corresponding use of services, all of which require Frontier's submittal to Nova of information, data and usage reports, as established in the Access Tariffs.

30. At all times relevant to these proceedings, Frontier, among other things, has failed and refused, and continues in its failure and refusal, to supply Nova with information, data and usage reports, called for and required of Frontier for Nova's determination and accurate billing of applicable rates and service charges.

31. Frontier has since provided some, but not all, information, data or usage reports called for and required of it.

32. By failing and/or refusing to submit to Nova adequate information, data, and usage reports regarding Frontier's provision of services through Nova's facilities, Frontier failed and refused, and continues in its failure and refusal, to provide and furnish instrumentalities and facilities, as are adequate and in all respects just and reasonable, all in violation of R.C. 4905.22.

33. By failing and/or refusing to submit to Nova adequate information, data, and usage reports regarding Frontier's provision of services through Nova's facilities, Frontier subjected, and

continues to subject, Nova to undue or unreasonable prejudice or disadvantage, all in violation of R.C. 4905.35.

COUNT FOUR: Frontier's Actions Violate the Policy Set Forth in Section 4927.02 of the Ohio Revised Code.

34. Nova incorporates all prior paragraphs of this Complaint, as if fully restated herein.

35. Pursuant to R.C. 4927.02, it is the policy of Ohio to ensure adequate telephone service to all end users and to promote fair competition and opportunity among multiple providers of competing and functionally equivalent telecommunications services.

36. Among other things, in failing and/or refusing to refund unjust, unreasonable and unlawful charges, pay invoices as and when due, and submit information, data, and usage reports in conjunction with its own service, Frontier has failed and/or refused to promote fair competition and opportunity for Nova.

CLAIMS FOR RELIEF

WHEREFORE, the Complainant respectfully requests that the Commission provide the following relief:

- A. Accept this Complaint pursuant to R.C. 4905.26 and OAC Rule 4901-9-01;
- B. Find that Frontier's charges for carrier repeater equipment are unjust, unreasonable and unlawful, and Frontier's attempted enforcement and/or failure to refund said charges is in violation of The Telecommunications Act of 1996, Ohio law, the EAS Agreement, and applicable Nova tariffs;
- C. Find that Frontier's charges for carrier repeater equipment constitute anti-competitive practices in direct interference with Nova's business and financial arrangement with its customers;
- D. Require Frontier to correct all invoicing, credit unpaid amounts, and refund all paid amounts for carrier repeater equipment, to the extent not used by Nova, and further require Frontier

- forthwith to invoice and demand only those charges that are just, reasonable, and in accord with the EAS Agreement and any applicable tariffs;
- E. Find that Frontier's failure and/or refusal to pay invoices arising out of Frontier's usage of Nova facilities and services in providing services to Frontier's residential and UNE-P CLEC customers violates Frontier's obligation to provide and furnish instrumentalities and facilities, as are adequate and in all respects just and reasonable and constitutes a violation of R.C. 4905.22;
 - F. Find that Frontier's failure and/or refusal to submit to Nova relevant information, data and usage reports relating to Frontier's usage of Nova facilities and services in providing services to Frontier's residential and UNE-P CLEC customers violates Frontier's obligation to provide and furnish instrumentalities and facilities, as are adequate and in all respects just and reasonable and constitutes a violation of R.C. 4905.22;
 - G. Find that Frontier's failure and/or refusal to pay invoices arising out of Frontier's usage of Nova facilities and services in providing services to Frontier's residential and UNE-P CLEC customers violates Frontier's obligation to not subject any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage and constitutes a violation of R.C. 4905.35;
 - H. Find that Frontier's failure and/or refusal to submit to Nova relevant information, data and usage reports relating to Frontier's usage of Nova facilities and services in providing services to Frontier's residential and UNE-P CLEC customers violates Frontier's obligation to not subject any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage and constitutes a violation of R.C. 4905.35;
 - I. Require Frontier to submit to Nova relevant information, data and usage reports relating to Frontier's usage of Nova facilities and services in providing services to Frontier's residential and UNE-P CLEC customers; and
 - J. Order any other relief that the Commission deems appropriate, just, and reasonable.

Respectfully submitted:

/s/David A. Ferris

David A. Ferris (0059804)
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Worthington, OH 43085-1237
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E-Mail: dferris@ferrislawgroup.com

*Attorneys for Complainant,
The Nova Telephone Company*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Complaint has been served this 26th day of December, 2013, via electronic mail or ordinary First Class U.S. Mail, postage prepaid, upon the following parties:

Kevin Saville
Associate General Counsel
2378 Wilshire Blvd.
Mound, MN 55364
Kevin.Saville@FTR.com

/s/David A. Ferris

David A. Ferris

Exhibit A

TIC:TRC
6716

EXTENDED AREA SERVICE AGREEMENT

Dated June 4, 1990

Effective May 31, 1990

THIS AGREEMENT, by and between Nova Telephone Company, hereinafter called Nova, a corporation under the laws of the State of Ohio, and GTE North Incorporated, hereinafter called GTE, a corporation under the laws of the State of Wisconsin, witnesseth:

WHEREAS, Nova and GTE have entered into an arrangement whereby subscribers of the Nova/Sullivan Exchanges of Nova, hereinafter called Nova Company Exchange, and subscribers of the Ashland Exchange of GTE, hereinafter called GTE Company Exchange, may call each other without payment of message toll charges; and

WHEREAS, both parties are willing to establish or continue such an arrangement subject to the terms and conditions hereinbelow set forth:

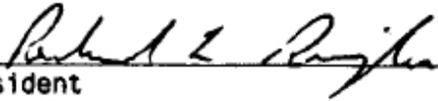
NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Nova Company and GTE Company shall establish or continue to provide, whichever the case may be, Extended Area Service (EAS) between Nova Company Exchange and the GTE Company Exchange, whereby subscribers of such Exchanges may call each other without payment of message toll charges.
2. Each Company shall provide, at no cost to the other Company, the exchange, interoffice and central office facilities located in its territory that are necessary to the provision of EAS referred to in Paragraph 1. above, and each Company shall provide, either by ownership or by rental from the other Company, its proportionate share of the interexchange facilities in each EAS circuit path as may be necessary to furnish such EAS adequately and consistently with recognized industry standards. Each Company further agrees to connect such interexchange facilities to its respective central office or offices.
3. (a) Each Company's proportionate share of the interexchange facilities referred to in Paragraph 2. above shall be fifty percent (50%) of the route mileage of said interexchange facilities in each EAS circuit path between the serving central office of said Nova Company Exchange and the serving central office of said GTE Company Exchange; provided further, that each Company shall designate at its sole discretion the serving central office located in its Exchange.

- (b) The portions of the aforementioned interexchange facilities which each Company shall provide by rental from the other company, in order that each Company may provide its proportionate share of such interexchange facilities pursuant to Paragraph 2. above, and the net amount paid therefor, are specified in Exhibit "A", attached hereto and made a part hereof.
4. (a) In the event it is necessary that voice frequency repeater equipment be provided in association with interexchange facilities provided pursuant to Paragraph 2. above in order to furnish EAS adequately and consistent with recognized industry standards, each Company's proportionate share shall be fifty percent (50%) of said necessary voice frequency repeater equipment. Such proportionate share shall be provided either by ownership or by rental from the other company.
- (b) In the event that all or a part of either Company's proportionate share of the aforementioned voice frequency repeater equipment shall be provided by rental from the other Company, the net monthly amount which one Company shall pay to the other Company for rental of such voice frequency repeater equipment shall be as specified in Exhibit "B", which when required, shall be attached and made a part of this Agreement.
5. (a) In the event that telephone carrier systems are superimposed on physical interexchange facilities provided pursuant to Paragraph 2. above in order to derive EAS circuits, each Company shall provide, either by ownership or by rental from the other Company, the necessary carrier terminal equipment located in its territory and the necessary carrier repeater equipment located in its proportionate share of the physical interexchange facilities set forth in Paragraph 3. (1) above, provided, however, that if a portion of either Company's proportionate share of the physical interexchange facilities is provided by rental from the other Company, the necessary carrier repeater equipment located in such rented portion shall also be provided by rental from the other Company.
- (b) In the event that all or part of either Company's proportionate share of carrier terminal equipment or carrier repeater equipment shall be provided by rental from the other Company, the net monthly amount which one Company shall pay to the other Company for the rental of such carrier terminal equipment or carrier repeater equipment shall be as specified in Exhibit "C", which when required, shall be attached and made a part of this Agreement.
6. Each Company shall so locate, construct and maintain the respective facilities owned by it referred to above, as to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its proper officers thereunto duly authorized as of the day and year first above written.

NOVA TELEPHONE COMPANY

By 
President

GTE North Incorporated

By 
Vice President-General Manager

EXHIBIT A

Dated August 23, 1991
Effective August 1, 1991

Attached to and made a part of the Nova/Sullivan-Ashland EAS Agreement dated June 4, 1990, between GTE North Incorporated and Nova Telephone Company.

1. The portion of the interexchange facilities referred to in Paragraphs 2. and 3. above of said Agreement which Nova (renter) shall provide by rental from GTE North (owner) shall be that portion from:

The point midway between the central office of said Ashland Exchange and the central office of said Nova/Sullivan Exchange, measured by route of interexchange facility to 150 feet North of intersection of St. Route 89 and County Road 500.

2. Renter agrees to pay owner \$51 per month for renter's proportionate share of the interexchange facilities which it is providing by rental from owner based upon a mutually agreeable reciprocal rental rate of \$6.00 per quarter mile or fraction thereof per year per circuit of interexchange facility until such time as more than 6 facilities have been provided.
3. It is further agreed that when the number of interexchange facilities required pursuant to Paragraphs 2. and 3. of EAS Agreement exceeds 48 facilities, owner will redetermine the monthly rental for the then provided interexchange facilities based upon a mutually agreeable reciprocal rental rate. Renter will thereafter pay owner the monthly rent so determined.
4. Payment due hereunder shall be remitted in full within thirty (30) days after the end of each month.
5. This Exhibit "A" cancels and supersedes Exhibit "A" dated June 4, 1990, between the parties, except for any sums due thereunder.

Approved and executed in duplicate as of the day and year first above written.

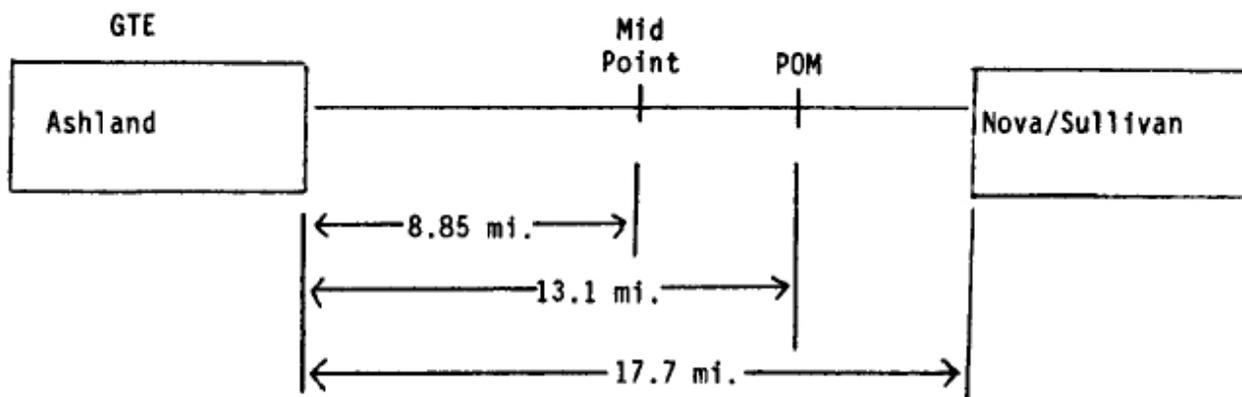
NOVA TELEPHONE COMPANY

By Richard K. Ruff
President

GTE NORTH INCORPORATED

By [Signature]
Regional Vice President-General Manager

EXHIBIT A
ATTACHMENT



| | |
|--------------------|------------|
| Total Mileage | 17.7 miles |
| Computed Mid-Point | 8.85 miles |
| Nova's Mileage | 4.1 miles |
| Nova Leases | 4.25 miles |

| | |
|------------------------------|-----------------------------|
| A = Total Working Circuits | 4 |
| B = Quarter Miles Leased by | 4.25 miles or 17 qtr. miles |
| C = \$6.00 Per Quarter Miles | |
| D = 12 Months Per Year | |

$(A \times B \times C) \div D = \text{Monthly Bill}$
 $4 \times 17 \times 6 \div 12 = \$34.00/\text{month}$

EXHIBIT "C"

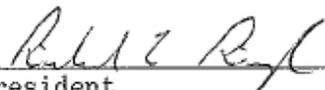
Dated August 23, 1991
Effective: August 1, 1991

Attached to and made a part of the Nova/Sullivan-Ashland EAS Agreement dated June 4, 1990, between GTE North Incorporated (GTE) and Nova Telephone Company.

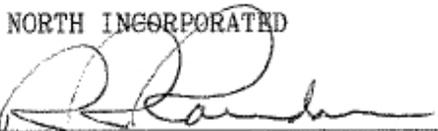
1. Nova (renter) agrees to pay GTE (owner) \$205.38 per month for carrier repeater equipment which renter is providing by rental from owner pursuant to Paragraph 5. (b) of said Agreement. Owner may, and upon request of renter shall, redetermine its costs for carrier repeater equipment being furnished by owner to renter, but owner shall not redetermine such costs more than once in any twenty-four (24) month period unless there is a change in the amount or type of carrier repeater equipment being furnished by owner to renter. The accuracy of owner's cost studies shall be subject to the verification and approval of renter, which verification and approval shall not be unreasonably withheld.
2. In the event that any costs are redetermined and approved, as provided herein, the monthly rental shall be adjusted accordingly and payment shall be made in accordance therewith, commencing with the month for which costs are studied and for each month thereafter until costs are again redetermined and approved as provided herein.
3. Payments due hereunder shall be remitted in full within thirty (30) days after the end of each month.
4. This Exhibit "C" cancels and supersedes Exhibit "C" dated June 4, 1990 between the parties, except for any sums due thereunder.

Approved and executed in duplicate as of the day and year first above written.

NOVA TELEPHONE COMPANY

By 
President

GTE NORTH INCORPORATED

By 
Regional Vice President-General Manager

GENERAL TELEPHONE COMPANY OF OHIO
EAS AGREEMENT WORKSHEET
EXHIBIT C-CARRIER REPEATER COMPENSATION

- A.) Billing Section = 4.25 miles (From Exhibit A Worksheet)
- B.) No. of Repeaters in Billing Section = 7
- C.) No. of Systems Containing EAS Circuits = 1
- D.) Total Repeaters Involved = B. x C. = 7
- E.) Installed Cost Per Repeater = \$ 718.00
- F.) Total Investment - D. x E. = \$ 5026.00
- G.) No. of Channels Per System = 24
- H.) Total Channels Involved - C. x G. = 24
- I.) Investment Per Channel - F. - H. = \$ 209.42
- J.) No. of EAS Circuits on Carrier = 20
- K.) Annual Charge Rate = 27 %
- L.) Annual Charges - I. x J. x K. = \$ 1130.85 Per Year
- M.) Monthly Charges - L. - 12 = \$ 94.24 Per Month

Exhibit B

P.U.C.O. No. 1
ACCESS SERVICE TARIFF

The rates, charges and conditions for the provision of Intrastate Carrier Access Service are as specified in Tariff F.C.C. No. 5, No. 3, and No. 4 (filed with the Federal Communications Commission by the National Exchange Carrier Association), as each now exists and as each may be revised, added to, or supplemented. The effectiveness of Section 4 of Tariff F.C.C. No. 5, End User Access Service, as applied to intrastate customers, has been suspended by the Public Utilities Commission of Ohio. The rates, terms and conditions for Intrastate Carrier Common Line Access Service are set forth herein.

The Telephone Company mirrors NECA Tariff F.C.C. No. 5 (hereinafter, the "NECA Tariff") for the provision of Intrastate Carrier Access Service with the following exceptions:

Section No. 4 End User Access Service
 Suspended by the Public Utilities Commission of Ohio

(T)
|
|
|
(T)

Issued: June 21, 2013

In Accordance with Case No. 13-1124-TP-ATA
Issued by the Public Utilities Commission of Ohio
Charles Mattingly, President
Nova, Ohio

Effective: July 2, 2013

P.U.C.O. No. 1

INTRASTATE
ACCESS SERVICE TARIFF
REGULATIONS, RATES AND CHARGES

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

8. Rates

Effective July 2, 2013, the Intrastate carrier common line access service charges shall be as follows:

| | |
|----------------------------|------------|
| Premium Access, per minute | |
| Terminating | * |
| Originating | \$0.015000 |

(C)
|
(C)

* The rates, charges and conditions for the provision of intrastate terminating Carrier Access Service are as specified in the NECA Tariff FCC No. 5 as it now exists, and as it may be revised, added to, or supplemented.

Issued: June 21, 2013

Effective: July 2, 2013

In Accordance with Case No. 13-1124-TP-ATA
Issued by the Public Utilities Commission of Ohio
Charles Mattingly, President
Nova, Ohio

P.U.C.O. No. 1

INTRASTATE
ACCESS SERVICE TARIFF
REGULATIONS, RATES AND CHARGES

9. Traffic Sensitive Rates and Charges

Effective July 2, 2013, the Company's intrastate traffic sensitive switched access rates shall be as follows:

Local Switching (per minute)

Originating \$0.040400
Terminating *

Information Surcharge (per 100 minutes)

Originating \$0.019800
Terminating *

Tandem Switched Transport Facility (per minute per mile)

Originating \$0.000090
Terminating *

Tandem Switched Transport Termination (per minute per termination)

Originating \$0.000443
Terminating *

Transport Interconnection Charge (per minute)

Originating \$0.015055
Terminating *

(N)

(N)

* The rates, charges and conditions for the provision of intrastate terminating Carrier Access Service are as specified in the NECA Tariff FCC No. 5 as it now exists, and as it may be revised, added to, or supplemented.

Issued: June 21, 2013

Effective: July 2, 2013

In Accordance with Case No. 13-1124-TP-ATA
Issued by the Public Utilities Commission of Ohio
Charles Mattingly, President
Nova, Ohio

ACCESS SERVICE

17. Rates and Charges (Cont'd)

17.5 Rate Tables (Cont'd)

17.5.1 Multiline Business End User Common Line (MLB EUCL),
 Special Access (SPA), Local Switching (LS), Local
 Transport (LT), and Tandem Switched Transport (TST)
 Rate Bands (Cont'd)

| Company Name | Study | | Rate Band Assignments | | | | |
|---|-------|-------------|-----------------------|--------|-----|-----|-----|
| | Area | MLB | SPA | LS | LT | TST | |
| | State | Number EUCL | | | | | |
| Northeast Nebraska Telephone Company | NE | 371576 | 15 | 21 (C) | 6 | 11 | 2 |
| Northeast Telephone Company | WI | 330938 | 15 | 9 (C) | 1 | 8 | 2 |
| Northern Arkansas Telephone Company | AR | 401713 | 15 | 8 | 1 | 8 | 1 |
| Northern Iowa Telephone Company | IA | 351259 | 15 | 15 (G) | 8 | 9 | 2 |
| Northern Telephone Company of Minnesota | MN | 361500 | 15 | 21 | 8 | 10 | 2 |
| Northern Telephone Cooperative, Inc. | MT | 482248 | 15 | 9 | 6 | 9 | 1 |
| Northfield Telephone Company | VT | 140061 | 15 | 10 | 1 | 8 | 1 |
| Northwest Communications Cooperative, Inc. | ND | 381625 | 15 | 18 | 4 | 10 | 2 |
| Northwest Iowa Telephone, LLC | IA | 351260 | 15 | 9 | 4 | 8 | 2 |
| Northwest Tel. Coop. | IA | 351261 | 15 | 20 | 8 | 10 | 2 |
| Northwestern Indiana Tel. Co. | IN | 320800 | 15 | 6 | 3 | 8 | 1 |
| Norway Telephone Company, Inc. | SC | 240535 | 15 | 9 | 6 | 7 | 1 |
| Nova Telephone Company | OH | 300644 | 15 | 7 | 7 | 5 | 1 |
| Noxapater Telephone Company, Inc. | MS | 280461 | 15 | 13 | 8 | 10 | 2 |
| Nucla-Naturita Telephone Company | CO | 462193 | 15 | 5 | 8 | 7 | 2 |
| Nunn Telephone Company | CO | 462194 | 15 | 8 | 8 | 6 | 1 |
| Nushagak Electric & Telephone Cooperative, Inc. | AK | 613018 | 15 | 6 | 7 | 5 | 1 |
| Oakman Telephone Company, Inc. | AL | 250311 | 15 | 10 | 8 | 8 | 2 |
| Oakwood Mutual Telephone Company | OH | 300645 | 15 | 10 | 4 | 10 | 1 |
| Odin Telephone Exchange, Inc. | IL | 341065 | 15 | 3 | 5 | 4 | 1 |
| Ogden Telephone Company | MI | 310714 | 15 | 20 | 5 | 10 | 2 |
| Ogden Telephone Company | IA | 351263 | 15 | 14 | 5 | 8 | 2 |
| Oklahoma Communication Systems, Inc. | OK | 431984 | 15 | N/A | N/A | N/A | N/A |
| Oklahoma Western Telephone Company | OK | 432014 | 15 | 11 (C) | 6 | 6 | 2 |
| Oklatel Communications, Inc. | OK | 432013 | 15 | 18 | 8 | 10 | 1 |
| Olin Telephone Company, Inc. | IA | 351264 | 15 | 20 | 8 | 10 | 2 |
| Oneida County Rural Telephone Company | NY | 150111 | 15 | 21 (C) | 2 | 10 | 2 |
| Oneida Telephone Exchange, Inc. | IL | 341066 | 15 | 13 | 8 | 8 | 2 |
| Onslow Cooperative Telephone Association | IA | 351265 | 15 | 20 | 8 | 10 | 2 |
| Ontario Telephone Company, Inc. | NY | 150112 | 15 | 14 | 8 | 10 | 1 |

(C)

Transmittal No. 1389

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Director - Access Tariffs
 80 So. Jefferson Road, Whippany, NJ 07981

ACCESS SERVICE

17. Rates and Charges (Cont'd)17.2 Switched Access Service (Cont'd)17.2.2 Local Transport (Cont'd)RateTariff
Section
ReferencePremium Access (Cont'd)

| | | | |
|---|--|------------|--------------|
| - | <u>Tandem Switched Transport</u> | | 6.1.3(A) (3) |
| - | <u>Tandem Switched Facility</u> Per Access Minute Per Mile | | |
| | Rate Band 1 | \$0.000195 | (I) |
| | Rate Band 2 | \$0.000418 | (I) |
| - | <u>Tandem Switched Termination</u> Per Access Minute Per Termination | | |
| | Rate Band 1 | \$0.001017 | (I) |
| | Rate Band 2 | \$0.002171 | (I) |
| - | <u>Tandem Switching</u> Per Access Minute Per Tandem | | |
| | Rate Band 1 | \$0.002564 | (I) |
| | Rate Band 2 | \$0.005476 | (I) |
| | <u>Network Blocking Per Blocked Call</u> Applied to FGD only | \$0.0159 | 6.8.6 (I) |

Refer to the Tandem Switched Transport Rate Band Table in Section 17.5.1 following, to view company specific rate band assignments.

Transmittal No. 1370

Issued: December 17, 2012

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Director - Access Tariffs
80 So. Jefferson Road, Whippany, NJ

07981

ACCESS SERVICE

17. Rates and Charges (Cont'd)

17.2 Switched Access Service (Cont'd)

17.2.3 End Office

(A) Local Switching

Rate

Premium
 Per Access Minute

| | | |
|---------------|------------|-----|
| - Rate Band 1 | \$0.013992 | (I) |
| - Rate Band 2 | \$0.018658 | |
| - Rate Band 3 | \$0.023322 | |
| - Rate Band 4 | \$0.027986 | |
| - Rate Band 5 | \$0.032650 | |
| - Rate Band 6 | \$0.037315 | |
| - Rate Band 7 | \$0.041980 | |
| - Rate Band 8 | \$0.046644 | (I) |

Refer to the Local Switching (LS) Rate Band Table in Section 17.5.1, following, to view company specific rate band assignments.

Non-Premium
 Per Access Minute

| | | |
|---------------|------------|-----|
| - Rate Band 1 | \$0.006296 | (I) |
| - Rate Band 2 | \$0.008396 | |
| - Rate Band 3 | \$0.010495 | |
| - Rate Band 4 | \$0.012594 | |
| - Rate Band 5 | \$0.014693 | |
| - Rate Band 6 | \$0.016792 | |
| - Rate Band 7 | \$0.018891 | |
| - Rate Band 8 | \$0.020990 | (I) |

Refer to the Local Switching (LS) Rate Band Table in Section 17.5.1, following, to view company specific rate band assignments.

(B) Information Surcharge

| | | |
|--------------------------------------|----------|-----|
| - Premium Per 100 Access Minutes | \$0.0513 | (I) |
| - Non-Premium Per 100 Access Minutes | \$0.0231 | (I) |

Transmittal No. 1370

Issued: December 17, 2012

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THE NOVA TELEPHONE COMPANY
Nova, Ohio

Section 2
First Revised Sheet No. 14
Replaces Original Sheet No. 14

P.U.C.O. No. 1

INTRASTATE
ACCESS SERVICE TARIFF
REGULATIONS, RATES AND CHARGES

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

8. Rates

Effective July 1, 2012, the Intrastate carrier common line access service charges shall be as follows:

Premium Access, per minute

| | |
|---------------|------------|
| ✓ Terminating | \$0.022061 |
| Originating | \$0.015000 |

(C)

(C)

Issued: September 4, 2012

Effective: September 4, 2012 ✓

In Accordance with Case No. 12-1729-TP-ATA
Issued by the Public Utilities Commission of Ohio
Charles Mattingly, President
Nova, Ohio

THE NOVA TELEPHONE COMPANY
Nova, Ohio

Section 3
Original Sheet No. 1

P.U.C.O. No. 1

~~INTRASTATE~~
ACCESS SERVICE TARIFF
REGULATIONS, RATES AND CHARGES

9. Traffic Sensitive Rates and Charges

Effective July 1, 2012, the Company's intrastate traffic sensitive switched access rates shall be as follows:

Local Switching (per minute)

✓ Originating \$0.040400
Terminating \$0.040400

Information Surcharge (per 100 minutes) ✓

✓ Originating \$0.019800
Terminating \$0.019800

Tandem Switched Transport Facility (per minute per mile)

✓ Originating \$0.000090
Terminating \$0.000090

Tandem Switched Transport Termination (per minute per termination)

✓ Originating \$0.000443
Terminating \$0.000443

Transport Interconnection Charge (per minute)

✓ Originating \$0.015055
Terminating \$0.008189

(N)

(N)

Issued: September 4, 2012

Effective: September 4, 2012 ✓

In Accordance with Case No. 12-1729-TP-ATA
Issued by the Public Utilities Commission of Ohio
Charles Mattingly, President
Nova, Ohio

P.U.C.O. No. 1
ACCESS SERVICE TARIFF

The rates, charges and conditions for the provision of Intrastate Carrier Access Service are as specified in TARIFF F.C.C. No. 5, No. 3 and No. 4 (filed with the Federal Communications Commission by the National Exchange Carrier Association), as each now exists and as each may be revised, added to, or supplemented. The effectiveness of Section No. 4, End User Access Service, as applied to intrastate customers, has been suspended by the Public Utilities Commission of Ohio. The rates, terms, and conditions for Intrastate Carrier Common Line Access Service are set forth in Section 2 herein.

(T)

Tariff FCC No. 5 – Inclusive of:

Section 1 Application of Tariff
Section 2 General Regulations
Section 3 (Carrier Common Line Access Service rates moved to Section 2 herein.)

(T)

(M)

Section 4 Not Applicable in the State of Ohio
Section 5 Access Ordering
Section 6 Switched Access Service
 Except that local switched access rates applied to the intrastate jurisdiction shall remain at the levels existing on December 31, 1997.
Section 7 Special Access Service
Section 9 Directory Assistance Service
Section 10 Special Federal Government Access Services
Section 11 Special Facilities Routing of Access Services
Section 12 Specialized Service or Arrangements
Section 13 Additional Engineering, Additional Labor and Miscellaneous Services
Section 14 Exceptions to Access Service Offerings

(M)

(T)

Tariff FCC No. 3 Special Construction

Tariff FCC No. 4 Wire Center Information

Issued: October 16, 2003

Effective: December 1, 2003

In Accordance with Case No. 03-2114-TP-ATA
Issued by the Public Utilities Commission of Ohio
Richard Ringler, President
Nova, Ohio

TARIFF RATE CHRONOLOGY: FG-D PREMIUM (EQUAL ACCESS OFFICES)

| | Jan. 1, 1994 ⁽¹⁾ | Apr. 1, 1994 | July 1, 1995 | August 1, 1995 | July 1, 1996 | July 1, 1997 | Jan. 1, 1998 |
|--|-----------------------------|--------------|--------------|----------------|--------------|--------------|--------------|
| Entrance Facility (per term) | | | | | | | |
| Voice Grade 2 Wire | \$36.34 | \$36.12 | \$38.25 | \$38.25 | \$33.89 | \$33.77 | \$33.77 |
| Voice Grade 4 Wire | 58.14 | 57.79 | 61.21 | 61.21 | 54.23 | 54.03 | 54.03 |
| High Capacity DS1 | 266.87 | 198.94 | 198.94 | 198.94 | 176.25 | 179.13 | 179.13 |
| High Capacity DS3 | 2,802.11 | 2,307.75 | 2,307.75 | 2,307.75 | 2,044.57 | 2,078.00 | 2,078.00 |
| Direct Trunked Transport Facility (per mile) | | | | | | | |
| Voice Grade | 2.59 | 2.57 | 2.73 | 2.73 | 2.42 | 2.41 | 2.41 |
| High Capacity DS1 | 33.76 | 25.10 | 25.10 | 25.10 | 19.46 | 19.39 | 19.39 |
| High Capacity DS3 | 371.35 | 256.03 | 256.03 | 256.03 | 148.86 | 133.49 | 133.49 |
| Termination (per term) | | | | | | | |
| Voice Grade | 26.01 | 25.85 | 27.38 | 27.38 | 24.26 | 24.17 | 24.17 |
| High Capacity DS1 | 156.02 | 116.34 | 116.34 | 116.34 | 101.01 | 95.62 | 95.62 |
| High Capacity DS3 | 858.11 | 604.97 | 604.97 | 604.97 | 551.52 | 532.51 | 532.51 |
| Tandem Switched Transport Facility (per mile, per MOU) | 0.000156 | 0.000116 | 0.000116 | 0.000116 | 0.000090 | 0.000090 | 0.000295 |
| Termination (per term, per MOU) | 0.000722 | 0.000539 | 0.000539 | 0.000539 | 0.000468 | 0.000443 | 0.001451 |
| Tandem Switching (per MOU, per tandem) | 0.000990 | 0.000946 | 0.000946 | 0.000937 | 0.000978 | 0.001054 | 0.003393 |

⁽¹⁾ Prior to January 1, 1994, Local Transport consisted of only two elements (Local Transport Facility and Local Transport Termination).

0.00009 x 23 miles x 1390

TARIFF RATE CHRONOLOGY: FG-D PREMIUM (EQUAL ACCESS OFFICES)

| | Nov. 1, 1993 | Apr. 1, 1994 | July 1, 1995 | July 1, 1996 | July 1, 1997 | Jan. 1, 1998 |
|-------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Local Switching (per MOU) | \$0.0412 (LS2) | \$0.0392 | \$0.0407 | \$0.0422 | \$0.0404 | \$0.015327 |
| Band 1 | | | | | | 0.017882 |
| Band 2 | | | | | | 0.020436 |
| Band 3 | | | | | | 0.022991 |
| Band 4 | | | | | | 0.025545 |
| Band 5 | | | | | | 0.0198 |
| Information Surcharge (per 100 MOU) | 0.0267 | 0.0232 | 0.0165 | 0.0184 | 0.0198 | 0.0198 |

TARIFF RATE CHRONOLOGY: FG-D PREMIUM (EQUAL ACCESS OFFICES)

| | Nov. 1, 1993 | Jan. 1, 1994 ⁽¹⁾ | Apr. 1, 1994 | July 1, 1994 | July 1, 1995 | August 1, 1995 | July 1, 1996 | July 1, 1997 | Jan. 1, 1998 |
|---|-----------------|--------------------------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|----------------------------------|
| Traditional Transport | | | | | | | | | |
| Local Transport Facility (per MOU, per mile) | \$0.000341 | \$0.000187 | \$0.000132 | \$0.000132 | \$0.000125 | \$0.000125 | \$0.000096 | \$0.000099 | \$0.000326 |
| Local Transport Termination (per MOU) | 0.0133 | 0.0147 | 0.0136 | 0.0136 | 0.0147 | 0.0147 | 0.0146 | 0.0160 | 0.0165 |
| Network Blocking Charge (per call blocked) | 0.0359 | 0.0359 | 0.0359 | 0.0308 | 0.0320 | 0.0320 | 0.0332 | 0.0318 | 0.0318 |
| Operator Transfer Service (per call) | 0.4588 | 0.4588 | 0.4588 | 0.4588 | 0.4588 | 0.4588 | 0.4588 | 0.4588 | 0.4588 |
| Transport Interconnection Charge (per MOU) ⁽²⁾ | | 0.013179 | 0.012778 | 0.01277 | 0.013640 | 0.013635 | 0.013686 | 0.015055 | 0.008066 0.010754 0.013443 |
| Band 1 | | | | | | | | | |
| Band 2 | | | | | | | | | |
| Band 3 | | | | | | | | | |
| Multiplexing (per arrangement) | | | | | | | | | |
| DS3 to DS1 | | 711.40 | 550.00 | 550.00 | 550.00 | 550.00 | 474.31 | 474.31 | 474.31 |
| DS1 to Voice | | 212.35 | 212.35 | 212.35 | 212.35 | 212.35 | 183.12 | 183.12 | 183.12 |

⁽¹⁾ Prior to January 1, 1994, Local Transport consisted of only two elements (Local Transport Facility and Local Transport Termination).

⁽²⁾ Prior to January 1, 1998, Transport Interconnection Charge was known as Residual Interconnection Charge.

P.U.C.O. No. 1

INTRASTATE
ACCESS SERVICE TARIFF
REGULATIONS, RATES AND CHARGES

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

8. Rates *

Intrastate carrier common line access service charges shall be as follows:

Premium Access, per minute

| | |
|---------------|----------|
| ✓ Terminating | \$0.0428 |
| Originating | \$0.0150 |

* Rates previously appeared on page 3 of Company's Intrastate Access Service Tariff.

Issued: October 16, 2003

Effective: December 1, 2003

In Accordance with Case No. 03-2114-TP-ATA
Issued by the Public Utilities Commission of Ohio
Richard Ringler, President
Nova, Ohio

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in

Case No(s). 13-2443-TP-CSS

Summary: Application Complaint In the Matter of The Nova Telephone Company v. Frontier North, Inc. electronically filed by Mr. DAVID A FERRIS on behalf of NOVA TELEPHONE COMPANY