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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO JUL 20 PM 12:51

PUCO

In the matter of )  
)  
Cinergy Telecommunications Networks )  
- Ohio, Inc. )  
)  
Petition for New Operating Authority )  
To provide )  
Facilities-based and nonfacilities-based )  
Telecommunications services )  
As a New Entrant Carrier (NEC) )  
In the State of Ohio )  
.....)

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JUL 20 2001

DOCKETING DIVISION  
PUCO

Case No. 01 - 1770 - TPACE

AMENDED

Petition is hereby made by Cinergy Telecommunications Networks - Ohio, Inc.  
To the Public Utilities Commission of Ohio for a  
Certificate of New Operating Authority (ACE)  
In order that the Applicant, telecommunications company,  
Provide Local exchange and intrastate Interexchange Telecommunications services,  
Facilities-based and nonfacilities-based  
To, from, through and in Ohio

Submitted by

Cinergy Telecommunications Networks - Ohio, Inc.

John P. Cinelli  
President  
1419 W. Lloyd Expressway  
Evansville, IN 47710

(812) 461-3355 - telephone  
(812) 461-3363 - facsimile

Dated: July 20, 2001

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Cinergy (hereafter referred to as "Registrant", "Applicant" or the "Company"), represented by its Executive Vice President John C. Greenbank, hereby submits this Registration Form and Petition ("Petition") to the Public Utilities Commission of Ohio (the "Commission") for a Certificate of New Operating Authority (ACE) in order that the Applicant, telecommunications company, may operate as a "New Entrant Carrier" (or "NEC") in the state of Ohio. Applicant seeks such authority to provide local exchange and intrastate interexchange telecommunications services, both facilities-based and nonfacilities-based to, from, through, and in the state of Ohio. Further, the Registrant respectfully requests the grant of such additional or further relief as may be necessary or appropriate for the Company to provide the aforementioned and telecommunications services proposed herein.

The Registrant seeks such Authority pursuant to the Telecommunications Act of 1996 (Public law 104-104) (the "Telecommunications Act") and applicable law and regulation of the state of Ohio, including Case No. 95-835-TP-COI and the Commission's LEC Service Requirements Form (July 1997).

Registrants for New Entrant Carrier status must satisfy the Commission that the requirements of Section 4905.24, Revised Code, have been met. The Registrant will demonstrate via this Petition that its proposed operations are proper and necessary for the public convenience, inclusive of specific evidence that the Registrant possesses the financial, managerial, and technical ability to provide its proposed services and described herein this Petition.

In support of this application, the Petitioner submits the following information: (I) a completed copy of the Commission's Registration Form (Local Exchange Carriers, effective: July 15, 1997) with the Commission's questions transcribed and retyped followed by the Registrant's responses; and (II) additional information as necessary and appropriate to meet other minimum requirements of the certification process as identified in Case No. 95-845-TP-COI. In the interest of brevity and clarity, the Registrant has only included information from the Registration Form relevant to its seeking a Certificate of New Operating Authority.

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**LOCAL EXCHANGE CARRIER**  
**REGISTRATION FORM**  
**EFFECTIVE: July 15, 1997**

In the Matter of the Application of Cinergy )  
Telecommunications Networks - Ohio Inc. to ) Case No. \_\_\_\_\_-TP-\_\_\_\_\_  
provide facilities-based and resold local and )  
interexchange service.

Name of Registrant(s) Cinergy Telecommunications Networks - Ohio, Inc.  
Address of Registrant(s) 1419 W. Lloyd Expressway, Evansville, IN 47710  
Contact Person(s) Joe Buck (Phone - (812) 456-1288 ; Fax - (812) 461-3363 )  
Date June 13, 2001 TRF Docket No. \_\_\_\_\_-TP-TRF

Motion for protective order included with filing? ☐ Yes, ☒ No

Request for waiver(s) included with filing? ☒ Yes, ☐ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VII. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

**I. Indicate the reason for submitting this form (check only one):**

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☒ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☐ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)  
☐ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below)
  - a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
  - d. ☐ Withdrawal of Service (30-day approval, 10 copies)
  - e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
  - f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

**II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:**

- ☒ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☒ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☒ Brief description of service(s) proposed. (3)
- ☒ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☒ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☒ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☒ Description of the proposed market area. (3)
- ☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☒ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☒ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☒ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☒ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☒ Information regarding any similar operations in other states. (3)
- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☒ Verification of compliance with any affiliate transaction requirements. (3)
- ☒ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3, 8, 10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases must be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
- ☐ Specify for each service affected whether it is business; residence; or both. Also indicate whether it is a switched or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
- ☒ Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs. (3)
- ☒ List of Ohio counties or exchanges the applicant intends to serve **within 24 months** of obtaining authorization. (1,3)
- ☐ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☒ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☒ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
  - ☒ **If Mirroring ILEC** exchanges for both serving area and local calling areas: \* **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. \* **Local calling areas** must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
  - ☐ **If Self-defining** serving area and/or local calling area as an area other than that of the established ILEC exchange(s): \* **Serving Area** must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. \* **Local Calling Areas** must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☒ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☒ Termination Liability Language
- ☐ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☒ Resale of Service [Required for facilities-based NECs]
- ☒ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:  
See attached list.

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:  
See attached list.

### VERIFICATION

I, [Name and Title] \_\_\_\_\_ verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective \_\_\_\_\_ and that all of the information submitted here, and all additional information submitted in connection with this case is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Signature)\*

\_\_\_\_\_  
(Date)


\* A verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Registration Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793

## VERIFICATION

I, John P. Cinelli, President, verify that I have utilized, verbatim, the commission's Local Exchange Carrier Registration Form effective July 17, 1997, and that all of the information submitted here, and all additional information submitted in connection with this case is true and correct to the best of my knowledge.

  
(Signature)

as president

06/13/01  
(Date)

**SERVICE REQUIREMENTS FORM**

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below.

**A. MANDATORY REQUIREMENTS FOR ALL NECs:**☒ 1. SALES TAX (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☒ 2. DEPOSITS

If a deposit is requested, it may not exceed the estimated charges for two months tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code (OAC).

☒ 3. DISCONNECTION OF SERVICE (See also Case No. 95-790-TP-COI and Rule 4901:1-5-19, O.A.C.)

Disconnection of service will be handled in accordance with the Commission's directives in Case No. 95-790-TP-COI and the Commission's Minimum Telephone Service Standards (Rule 4901:1-5-19, O.A.C.), or any subsequent related Commission actions.

Either Selective Toll Blocking or Depicing are offered by the company. Refer to the body of the tariff for rates and a service description of Selective Toll Blocking or Depicing.

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- ☒ 4. 1+ IntraLATA Presubscription (See also Case No. 95-845-TP-COI, Guideline X.)

A. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA 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. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

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

B. IntraLATA Presubscription Options

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

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

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

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

C. Rules and Regulations

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

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

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Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

#### D. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carriers, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in Paragraph 5 below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

#### E. IntraLATA Presubscription Charges

##### 1. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change

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thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

2. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

-- Initial line, trunk, or port \$5.00

-- Additional line, trunk, or port \$1.50

☒ 5. FRESH LOOK (See also Case No. 95-845-TP-COI, Guideline VI.J.)

Within five calendar days of origination of the first call made within an ILEC exchange which has not been previously subject to a fresh look for long-term contracts, the company shall submit its Fresh Look Notice, in the form prescribed by the Commission and attached as an Addendum to this Service Requirements Form. The Fresh Look Notice is to be filed in Case No. 97-717-TP-UNC and the case in which the company was certified, with a separate copy served upon the Chief of the Telecommunications Division of the Utilities Department.

B. REQUIREMENTS FOR NEC PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

☒ 1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE

Applicable to all NECs offering message toll service (MTS) (See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille

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devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.

- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
- i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
  - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24-hour a day basis; or
  - iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the

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"night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☒ 2. EMERGENCY SERVICES CALLING PLAN

Applicable to all NECs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

☐ 3. ALTERNATIVE OPERATOR SERVICES

The following applies to the provision of alternative operator services (AOS) (See also Case No. 88-560-TP-COI):

Preceding the maximum operator-assisted surcharges set forth in the text of the tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the tariff, the NEC must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, AOS, or both.

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## a. Definitions

- i. AOS are those services provided by the NEC in which the customer and the end user are totally separate entities. The NEC contracts with the customer to provide the AOS; however, the NEC does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls.
- ii. Traditional operator services are those services provided by the NEC in which the end user has a customer relationship with the NEC, the NEC 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.

## b. AOS Service Parameters

- i. For local operator-assisted calls, NECs providing AOS shall not charge the billed party more than the incumbent local exchange company (ILEC) price list rates for a local operator-assisted call in the same exchange. This requirement includes both the rates for MTS and operator surcharges.
- ii. For intraLATA, intrastate calls, the NECs providing AOS to secured facilities shall not charge the billed party more than the ILEC price list rates for an intraLATA, intrastate call. This requirement includes both the rates for MTS and operator surcharges. This requirement is only applicable in those situations where the billed party does not have access to other operator service providers (OSPs) for the call from the secured facility.
- iii. For intraLATA and interLATA, intrastate calls, NECs providing AOS must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS (see also Case No. 89-563-TP-COI):

<u>Mileage Band</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$ .36 per minute of use

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in Attachment C, 3.B.i. and ii., above.

- iv. For intraLATA and interLATA, intrastate calls, each NEC's maximum interexchange operator-assisted AOS rates shall be no more than:
  - i. \$1.70 for customer-dialed calling card calls;
  - ii. \$2.50 for operator-handled calls; and
  - iii. \$4.80 for person-to-person calls.

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in Attachment C, 3.B.i., above.

- v. Notice of any change in the rates stated in Attachment C, 3.B.i. through iv., above, whether it be upward or downward, must be filed by the OSP with the Commission in the form of a new price list, on or before the effective date in accordance with Commission-established filing rules.

#### [X] 4. LIMITATION OF LIABILITY

The following is applicable to all NECs that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

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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.

☒ 5. TERMINATION LIABILITY

The following is applicable to all NECs that choose to include in their tariffs language which may limit their liability for early termination of a contract or term payment plan:

Except as otherwise detailed in the Local Competition Guidelines (Case No. 95-845-TP-COI), Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

☐ 6. SERVICE CONNECTION ASSISTANCE (SCA) AND TELEPHONE SERVICE ASSISTANCE (TSA)

The following is applicable to all NECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges, and a limited or temporary waiver of the monthly federal subscriber line charge. TSA also provides a waiver of the deposit and service connection charges along with a recurring discount to the cost of basic local exchange service and continued waiver of the federal subscriber line charge for qualified customers.

☒ 7. RESALE OF SERVICE (See also Case No. 95-845-TP-COI, Guideline IX.) NOTE: This is mandatory for facilities-based LECs.

As a LEC which provides local service through its own facilities or in combination with its own facilities, we have a carrier-to-carrier tariff including our resale service offerings and, with the exception of services not available for resale pursuant to Section IX.C. of the

Provider's Name: Cinergy Telecommunications Networks - Ohio, Inc.

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local competition guidelines, we shall make such service offerings available for resale to any other LEC.

☒ 8. LOCAL NUMBER PORTABILITY

See Case No. 95-845-TP-COI, Guideline XIV. NOTE: LNP is mandatory for all facilities-based LECs.

Provider's Name: Cinergy Telecommunications Networks - Ohio, Inc.  
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**II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:**

- ☒ [ X ] A copy of the registrant's proposed tariffs.

A copy of the Company's proposed tariffs are attached hereto as Exhibit 1. The Company has provided for its proposed rates, regulations, terms and conditions applying to local exchange services in its Ohio P.U.C. Tariff No. 2 and intrastate interexchange services in its Ohio P.U.C. Tariff No. 3. The company will furnish a copy of its proposed Access services tariff at a later time, when available, but before the Company provides facilities based services access services to inter-exchange carriers.

- ☒ [ X ] Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as telephone utility in the State of Ohio.

Concurrently with the submission by the Registrant of this Petition, the Company has by first-class mail notified the Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. A copy of this Registrant's Letter of Notice to the Department of Taxation is attached hereto as Exhibit 2.

- ☒ [ X ] List of names, addresses, and phone numbers of officers and directors, or partners.

The particulars of the Company's officers and directors are as follows:

John P. Cinelli  
President  
1419 W. Lloyd Expressway, Suite 101  
Evansville, IN 47710

John C. Greenbank  
Executive Vice President  
1419 W. Lloyd Expressway, Suite 101  
Evansville, IN 47710

Lohn H. Weber  
Vice President, CFO  
8829 Bond Street  
Overland Park, KS 66214

[ X ] Brief description of service(s) proposed.

Cinergy Telecommunications Networks - Ohio, Inc. intends to offer resold intrastate interexchange services, switched and special access services, and local exchange service through the use of its own facilities and where necessary, using unbundled network element - platforms.

**Local Exchange Services** - With respect to its local exchange offerings, Cinergy Telecommunications Networks - Ohio, Inc. intends to provide all forms of intrastate telecommunications services, including: (1) basic exchange services; (2) custom and CLASS features; (3) ancillary services (911, E911, directory listings, directory assistance, etc.); and (4) special access services. Cinergy Telecommunications Networks - Ohio, Inc.'s rates for its local exchange end user offerings will depend largely upon its costs.

**Universal Service** - Cinergy Telecommunications Networks - Ohio, Inc. will participate in the support of universally available telephone service at affordable rates according to the Commission's present and future orders.

[ X ] Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or both ☒ resold and facilities-based services.

The Applicant intends to deploy its own equipment and switches and will provision its telecommunications services by all or any of a combination of constructing its own network, combining unbundled network elements and other facilities procured from underlying carriers, and the resale of complementary services for both local and long-distance.

[ X ] Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintains such IXC services under a separate affiliate.

The Company does not offer IXC services under separate CTS authority. Further, the Company does not plan to offer nor provide its IXC services under a separate affiliate, but the Registrant, pursuant to this combined Application, intends to provide both local exchange and intrastate interexchange telecommunications services through the same operating Company, the Registrant.

[ X ] Explanation of how the proposed services in the proposed market area are in the public interest.

The granting of Cinergy Telecommunications Networks - Ohio, Inc.'s application for local exchange and interexchange authority is in the public interest and will serve the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of

telecommunications services, including local exchange services. Experience with competition in other telecommunications markets, such as long distance, competitive access, and customer premises equipment, demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability. This is true not only with respect to the service offerings of the new entrants, but also as a result of the response of incumbent monopoly providers to the introduction of competition.

Cinergy Telecommunications Networks - Ohio, Inc.'s proposed services will provide multiple public benefits by increasing the competitive choices available to users in Ohio. Enhanced competition in telecommunications services likely will further stimulate economic development in Ohio. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

**[ X ] Description of the proposed market area.**

The Applicant proposes and seeks authority to offer its services throughout the entire state of Ohio.

**[ X ] Description of the class of customer (e.g., residence, business) that the applicant intends to serve.**

Cinergy Telecommunications Networks - Ohio, Inc. intends to provide service to business customers throughout the State of Ohio.

**[ X ] Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate.**

Cinergy Telecommunications Networks - Ohio, Inc. is financially qualified to provide the telecommunications services for which authority is being requested in Ohio. In particular, Cinergy Telecommunications Networks - Ohio, Inc. has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application. This capital will be available to meet the current and future capital needs of Cinergy Telecommunications Networks - Ohio, Inc.'s Ohio operations. In support of Cinergy Telecommunications Networks - Ohio, Inc.'s application, attached hereto as Exhibit 3 is a copy of Cinergy Telecommunications Networks - Ohio, Inc.'s most recent business plan statements. This exhibit is offered to demonstrate Cinergy Telecommunications Networks - Ohio, Inc.'s financial ability to provide the proposed service.

- [ X ] Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area.

Cinergy Telecommunications Networks - Ohio, Inc. has the technical qualifications to provide the telecommunications services for which authority is requested in Ohio, as illustrated in the biographical information set forth in Exhibit 4. Cinergy Telecommunications Networks - Ohio, Inc. will provide high quality (digital wherever possible) service, which will be available on a full-time basis, twenty-four hours a day, seven days a week. Cinergy Telecommunications Networks - Ohio, Inc. intends to construct local SONET ring networks, employing the latest in SONET transmission equipment to provide local facilities-based service.

Cinergy Telecommunications Networks - Ohio, Inc. employs certified engineering support from both utility companies and engineering firms to produce detailed installation plans. It then hires certified contractors to install the equipment (electrical contractors to perform work in the electrical space and telecommunications contractors to perform work in the communications space).

- [ X ] Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed services areas.

Cinergy Telecommunications Networks - Ohio, Inc.'s management team has extensive telecommunications experience and expertise. As illustrated in the biographical information set forth in Exhibit 4, Cinergy Telecommunications Networks - Ohio, Inc.'s management personnel have held executive positions with a number of companies in the communications industry prior to joining Cinergy Telecommunications Networks - Ohio, Inc., which qualifies them to implement and provide the local exchange and interexchange services for which authority is requested.

- [ X ] Documentation indicating the applicant's corporate structure and ownership.

Cinergy Telecommunications Networks - Ohio, Inc. is a privately held corporation incorporated under the laws of Ohio. Cinergy Telecommunications Networks - Ohio, Inc.'s Articles of Incorporation are attached hereto at Exhibit 5.

- [ X ] Information regarding any similar operations in other states.

Cinergy Telecommunications Networks - Ohio, Inc. is not currently authorized to provide local telecommunications services in any state within the United States.

- ☐ Verification that the applicant will maintain local telephone records separate and apart from any other accounting records in accordance with the USOA.

Cinergy Telecommunications Networks - Ohio, Inc. requests that it be exempt from record keeping regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (USOA). The USOA was developed as a means of regulating telecommunications companies subject to rate base regulation. It was also designed as an evaluation tool with which investors and regulators alike could compare like characteristics of several telecommunications companies.

As a competitive carrier, Cinergy Telecommunications Networks - Ohio, Inc. maintains its book of accounts in accordance with Generally Accepted Accounting Principles (GAAP). GAAP is a standard accounting method now utilized by competitive telecommunications companies, as well as a broad base of other industries. Any requirement to create an additional set of books would be a severe and unnecessary burden for Cinergy Telecommunications Networks - Ohio, Inc.. Because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Cinergy Telecommunications Networks - Ohio, Inc.'s operations and assess its financial fitness. Therefore, Cinergy Telecommunications Networks - Ohio, Inc. requests an exemption from the USOA requirements.

- ☒ Verification of compliance with any affiliate transaction requirements.

The Applicant seeks certification for both local and IXC services under this application, and therefore does not intend to maintain services under separate affiliates.

- ☒ Letters requesting negotiation pursuant to Section 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

The Company has not yet tendered any requests to the Incumbent or other underlying / interconnecting carriers within the State of Ohio with respect to resale, interconnection, collocation and/or access to Unbundled Network Elements (UNEs), neither in the form of a request for negotiations or request to adopt an existing interconnection agreement. However, the Company intends to, and seeks expedient treatment by the Commission in processing this, its Application. Thereafter and concurrently therewith, the Company will request and commence negotiations with interconnecting and underlying carriers (the Incumbent Local Exchange Carriers and others, as appropriate) in order that the Company may negotiate and/or adopt, within as short of a timeline as practical, favorable terms and conditions for interconnection, resale, collocation and access to UNEs where and in conclusion thereof the company may as soon as possible

provision and offer its telecommunications services in the state, whether via resale, its own network, or a combination thereof.

- ☒ [ X ] Explanation as to which service areas company currently has an approved interconnection or resale agreement.

The Company does not yet have an approved interconnection or resale agreement applying to specific service areas within the State of Ohio.

- ☒ [ X ] Explanation as to whether rates are derived through (check all possible) ☒ [ X ] interconnection agreement, ☒ [ X ] retail tariffs, or ☒ [ X ] resale tariffs.

The rates put forth by the Company for its provision of telecommunications services in the State of Ohio will be derived from a combination of the Company's evaluation of prevailing market rates and the terms, conditions and costs which underlie its procurement and provision of telecommunications services in the state. Relevant information will be extracted from the Company's interconnection agreements as well as applicable retail and resale tariffs.

- ☒ [ X ] List of Ohio counties or exchanges the applicant intends to serve **within 24 months** of obtaining authorization.

The Applicant anticipates offering services in the following counties:

All Cincinnati Bell exchanges in Butler, Hamilton, Clermont, and Warren counties.

All Ameritech exchanges in Butler, Warren, Brown, Adams, Scioto, Montgomery, Greene, Clark, Champaign, Miami, Shelby, Fayette, Pickaway, Ross, Madison, Highland, Franklin, Delaware, Licking, Fairfield, Perry, Hocking, Athens, Lawrence, Gallia, Muskingum, Coshocton, Guernsey, Washington, Noble, Monroe, Belmont, Tuscarawas, Morgan, Harrison, Jefferson, Carroll, Wyandot, Wayne, Hancock, Lucas, Seneca, Wood, Sandusky, Erie, Stark, Columbiana, Mahoning, Trumbull, Portage, Summit, Cuyahoga, Lake, and Geauga counties.

All United/Sprint exchanges in Allen, Ashtabula, Athens, Auglaize, Champaign, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fayette, Fulton, Hancock, Hardin, Henry, Holmes, Knox, Licking, Logan, Lucas, Madison, Mahoning, Marion, Morgan, Morrow, Muskingum, Perry, Pickaway, Portage, Preble, Putnam, Richland, Sandusky, Seneca, Shelby, Trumbull, Union, Van Wert, Warren, Washington, Wayne, Williams, Wood

All Verizon exchanges in Clermont, Butler, Preble, Montgomery, Miami, Darke, Warren, Clinton, Highland, Brown, Adams, Scioto, Pike, Ross,

Fayette, Greene, Pickaway, Hocking, Fairfield, Vinton, Jackson, Lawrence, Meigs, Athens, Perry, Morgan, Washington, Noble, Monroe, Guernsey, Muskingum, Coshocton, Belmont, Harrison, Tuscarawas, Holmes, Carroll, Jefferson, Columbiana, Portage, Stark, Summit, Wayne, Medina, Lorain, Ashland, Richland, Huron, Erie, Morrow, Crawford, Seneca, Sandusky, Ottawa, Lucas, Wood, Hancock, Wyandot, Marion, Delaware, Union, Madison, Clark, Champaign, Hardin, Henry, Williams, Defiance, Paulding, Van Wert, Mercer, Auglaize, Shelby, and Allen counties.

- [ X ] Certification from the Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.).

A copy of the documentation from the Ohio Secretary of State can be found in Exhibit 6.

- [ X ] Maps depicting the proposed serving and calling areas of the applicant.

[ X ] **If Mirroring ILEC** exchanges for both serving area and local calling areas:

\* **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. \* **Local calling areas** must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.

The Company will include in its tariffs a clear description of the serving and local calling areas where it provides telecommunications services. Such serving and local calling areas will be listed by exchange, also identifying all exchanges to which local calls can be made from each of those exchanges. The counties for each ILEC territory are listed above.

- [ X ] Other information requested by the Commission staff.

The Company will provide other additional information or materials as may be requested by the Commission staff to support its Application.

**IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:**

John C. Greenbank  
Executive Vice President  
1419 W. Lloyd Expressway  
Evansville, IN 47710  
(812) 461-3355

Bob Bye  
Legal Counsel  
8829 Bond Street  
Overland Park, KS 66214  
(913) 492-1230

Joe Buck  
Directory of New Market Development  
1419 W. Lloyd Expressway  
Evansville, IN 47710  
(812) 461-3355

**V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end user complaints:**

Joe Buck  
Directory of New Market Development  
1419 W. Lloyd Expressway  
Evansville, IN 47710  
(812) 461-3355

Norma Carlton-Zogelman  
Customer Service Manager  
1419 W. Lloyd Expressway  
Evansville, IN 47710  
(812) 461-3355



## **EXHIBIT 1**

**REGULATIONS AND SCHEDULE OF CHARGES**  
**APPLYING TO INTRASTATE END-USER**  
**TELECOMMUNICATIONS SERVICES WITHIN**  
**THE STATE OF OHIO**

**CINERGY TELECOMMUNICATIONS NETWORKS - OHIO, INC.**

1419 W. Lloyd Expressway  
Evansville, IN 47710  
(800) 880-8704

**CINERGY TELECOMMUNICATIONS NETWORKS - OHIO, INC.**

Legal and Regulatory Department  
8829 Bond Street  
Overland Park, Kansas 66214  
(913) 492-1230

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**Issued By: John P. Cinelli, President**  
**Cinergy Telecommunications Networks - Ohio, Inc.**  
**1419 W. Lloyd Expressway**  
**Evansville, IN 47710**

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

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

- |   |  |
|---|--|
| C | To signify changed 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. |

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Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Cinergy Telecommunications Networks - Ohio, Inc., hereinafter referred to as the Company, to Subscribers within the State of Ohio.

This tariff is on file with the Ohio Regulatory Authority, and copies may be inspected during normal business hours at the Company's principle place of business.

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Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
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**DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

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

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

**Call Forwarding:**

**Call Forwarding Variable:** Allows subscribers to redirect all incoming calls to another telephone number.

**Call Forwarding Busy Line:** Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Don't Answer:** Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a different number different from DID calls. The subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Transfer:** Allows a station line user to transfer any established call to another station line inside or outside the Subscriber group without the assistance of the attendant.

**Call Waiting:** Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

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---

**DEFINITIONS**

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

**Company:** Cinergy Telecommunications Networks - Ohio, Inc., the issuer of this tariff.

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

**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.

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

**DSX-1 Panel:** Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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

**Duplex Service:** Service that provides for simultaneous transmission in both directions.

**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.

**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.

**Joint User:** A person, firm or corporation that is designated by the Subscriber as a user of services furnished to the Subscriber by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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---

**DEFINITIONS**

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

**Last Number Redial**: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

**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 Exchange Carrier or ("LEC")**: Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

**Mbps**: Megabits, denotes millions of bits per second.

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

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

**Service Commencement Date**: The first day following the date on which the Company notifies the Subscriber that the requested service or facility is available for use, unless extended by the Subscriber's refusal to accept service that 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 Subscriber's acceptance. The Company and Subscriber may mutually agree on a substitute Service Commencement Date.

**Service Order**: The written request for Network Services executed by the Subscriber and the Company in the format devised by the Company. The signing of a Service Order by the Subscriber 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.

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Cinergy Telecommunications Networks - Ohio, Inc.  
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Evansville, IN 47710

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**DEFINITIONS**

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

**Speed Dialing**: Permits a subscriber to dial from 8 to 32 selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is subscriber-changeable.

**Subscriber**: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Same as Subscriber.

**Three-Way Conference Calling**: Allows a subscriber to add a third party to an existing conversation.

**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.

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

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**REGULATIONS****2.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio. The Company may offer these services over its own or resold facilities

Subscribers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Subscribers.

The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company network. The Subscriber shall be responsible for all charges due for such service arrangements.

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**REGULATIONS**

**2.2 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Subscribers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Subscribers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Subscriber of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (F) Ameritech, Cincinnati Bell, Sprint, Verizon, or any other ILEC and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that services and facilities are available to the Company, the Company shall make them available to the customer.

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**REGULATIONS**

**2.3 Notices and Communications**

- (A) The Subscriber shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Subscriber may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Subscriber 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 Subscriber shall mail payment on that bill.
- (C) 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.
- (D) The Company or the Subscriber 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.

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**REGULATIONS**

**2.4 Limitations**

- (A) Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- (B) The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.5 Assignments and Transfers**

- (A) The Company directly controls all facilities provided under this tariff and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the services or facilities.
- (B) Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**REGULATIONS**

**2.6 Prohibited Uses**

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Subscriber has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws Ohio Regulatory Authority regulations, policies, orders, and decisions.
- (C) The Company may require a Subscriber to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.7 Liability of the Company**

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.25. The extension of such allowances for interruption shall be the sole remedy of the Subscriber and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Subscriber as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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**REGULATIONS**

**2.7 Liability of the Company (Cont.)**

- (C) The Company shall not be liable for any act(s) or omission(s) of another entity furnishing to the Company or to the Company's Subscriber's facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Subscriber or due to the failure or malfunction of Subscriber-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Subscriber indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Subscriber to sign an agreement, acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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**REGULATIONS**

**2.7 Liability of the Company (Cont.)**

- (F) The Company is not liable for any defacement of or damage to Subscriber premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Subscriber against any claim, loss or damage arising from Subscriber's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Subscriber's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Subscriber for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) 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.

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**REGULATIONS**

**2.8 Obligations of the Subscriber**

The Subscriber shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Subscriber; or the noncompliance by the Subscriber, with these regulations; or by fire or theft or other casualty on the Subscriber Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Subscriber, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Subscriber from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with 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 Subscriber. The Company may require the Subscriber 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 Subscriber 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's employees or property might result from installation or maintenance by the Company. The Subscriber shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**REGULATIONS**

**2.8 Obligations of the Subscriber (Cont.)**

- (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 Subscriber premises or the rights-of-way for which Subscriber is responsible under Section 2.8 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Subscriber 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 Subscriber. No allowance will be made for the period during which service is interrupted for such purposes.

**2.9 Claims**

With respect to any service or facility provided by the Company, Subscribers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

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**REGULATIONS**

**2.10 Installation**

- (A) Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in this tariff
- (B) Unless the customer requests a later installation time, the Company shall complete the installation of access line service within five business days after receipt of application when all pertinent tariff requirements have been met by the Applicant or Subscriber. In those instances where an Applicant or Subscriber provides at least five business days notice, such installation shall be made on the requested date. If installation cannot be performed within five business days, half of the non-recurring installation charges shall be waived. Furthermore, if initial service is not installed within fifteen business days, the Company shall attempt to provide some form of alternative service.

**2.11 Non-Routine Installation**

At the Subscriber'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 Subscriber'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.

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**REGULATIONS****2.12 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Subscriber. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

**2.13 Changes in Service Requested**

If the Subscriber 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 Subscriber's installation fee shall be adjusted accordingly.

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**REGULATIONS**

**2.14 Provision of Equipment and Facilities**

- (A) The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX, key systems or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all cost at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Subscriber. The Subscriber may not, nor may the Subscriber 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.
- (C) 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 Subscriber.
- (D) Equipment the Company provides or installs at the Subscriber's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Subscriber shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Subscriber when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Subscriber.

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**REGULATIONS**

**2.14 Provision of Equipment and Facilities, (cont.)**

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Subscriber-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 transmission of signals by Subscriber-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Subscriber-provided equipment.

**2.15 Ownership of Equipment and Facilities**

Title to all equipment and facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

**2.16 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**REGULATIONS****2.17 Subscriber Equipment and Channels**

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.

**2.18 Station Equipment**

- (A) Terminal equipment on the Subscriber's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Subscriber. The Subscriber is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subscriber's expense.

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**REGULATIONS**

**2.19 Inspections of Subscriber Equipment**

- (A) Upon suitable notification to the Subscriber, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth in Section 2.19(B) for the installation, operation, and maintenance of Subscriber-provided facilities, equipment, and wiring in the connection of Subscriber-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Subscriber-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Subscriber promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Subscriber must take this corrective action and notify the Company of the action taken. If the Subscriber fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**REGULATIONS****2.20 Inspection, Testing, and Adjustments**

Upon reasonable notice, the equipment and facilities provided by the Company shall be made available to the Company for test and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.21 Notification of Service-Affecting Activities**

The Company will provide the Subscriber 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 Subscriber but affect many Subscribers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Subscriber 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 Subscriber may not be possible.

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**REGULATIONS**

**2.22 Interconnection of Facilities**

- (A) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections. The Subscriber is responsible for all charges billed by those entities for use in connection with the Company's service.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of other Carriers or the Subscriber shall be provided at the Subscriber's expense.
- (C) Facilities furnished under this tariff may be connected to Subscriber-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).
- (E) Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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**REGULATIONS**

**2.23 Access to Carrier of Choice**

Subject to an existing business arrangement between the Company and an interexchange service provider (IXC), Subscribers and End Users of the Company's local service shall have the right to select the IXC of their choice. The IXC should request confirmations/verifications of choice from its Subscribers no later than the date of submission of its first bill to the Subscriber. The Company will maintain signed letters of agency or confirmations of choice on file for use in dispute resolutions.

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**REGULATIONS**

**2.24 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Subscriber. Waiver of any charges other than a non-recurring charge shall be limited to 90 calendar days on a per customer basis during a 12-month period. The Company will notify the Commission regarding specific promotions and contests in accordance with Case No. 95-845-TP-COI.

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**REGULATIONS****2.25 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Subscriber or the operation or malfunction of the facilities, power or equipment provided by the Subscriber, or a result of an Act of God, military action, wars, insurrections, riots, or strikes, or is extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment, will be credited to the Subscriber as set forth below for the part of the service that the interruption affects.

**Credit for Interruptions**

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Subscriber reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Subscriber reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

**Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day

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**REGULATIONS****2.25 Allowances for Interruptions in Service (Cont.)**

6 hours up to but not including 9 hours                      2/5 Day

9 hours up to but not including 12 hours                      3/5 Day

12 hours up to but not including 15 hours                      4/5 Day

15 hours up to but not including 24 hours                      One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Over 24 Hours and Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited at least the pro-rata portion of the monthly charges(s) for any and all local services rendered inoperative during the interruption

Interruptions Over 48 Hours and Less Than 72 Hours. Any Subscriber who experiences a service interruption in excess of forty-eight hours but less than seventy-two hours shall be provided with a credit equal to at least one-third of one months charges for any local services rendered inoperative. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one-month period.

Interruptions Over 72 Hours and Less Than 96 Hours. Any Subscriber who experiences a service interruption in excess of seventy-two hours but less than ninety-six hours shall be provided a credit equal to at least two-thirds of one months charges for any local services rendered inoperative.

Interruptions Over 96 Hours. Any Subscriber who experiences a service interruption in excess of ninety-six hours shall be provided a credit equal to at least one months charges for any local services rendered inoperative.

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**REGULATIONS**

**2.26 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Subscriber, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Subscriber or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Subscriber continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Subscriber has released service to the Company for maintenance purposes or for implementation of a Subscriber order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of Company.

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**REGULATIONS****2.27 Payment for Service**

The Subscriber is responsible for the payment of all charges for facilities and services furnished by the Company to the Subscriber and to all Users authorized by the Subscriber, regardless of whether those services are used by the Subscriber itself or are resold to or shared with other persons. All charges due by Subscriber are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Ohio Regulatory Authority.

Company billing invoices will be considered correct and binding upon the Subscriber if no written notice is received from the Subscriber. Adjustments to Subscriber's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed elements of the invoice will be temporarily suspended pending resolution of the dispute. The Subscriber, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

**2.28 Taxes**

The Subscriber is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company network services. All applicable taxes are be listed as separate line items in Subscriber's billing invoices and are not included in the quoted rates herein.

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**REGULATIONS**

**2.29 Deposits**

- (A) To safeguard its interests, the Company may require a Subscriber to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Subscriber of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two-twelfths of the estimated total for all regulated local services provided by the Company for the ensuing twelve months, plus thirty percent of the monthly charges for local service.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Subscriber's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Subscriber's account.

**2.30 Reserved for Future Use**

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**REGULATIONS**

**2.31 Service Implementation Charges**

Absent a promotional offering, service implementation charges will apply to new service order or to orders to change existing service. The charge will be a minimum of \$15.00 per order and a maximum of \$30.00 per order.

**2.32 Reconnection Charges**

A reconnection fee may be charged when service is re-established for Subscribers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. The fee would be applied per occurrence, with a minimum fee of \$25.00 and a maximum fee of \$50.00.

**2.33 Returned Check Charges**

A \$25.00 fee may be charged for each check returned for insufficient funds.

Any item submitted for direct payment (ACH) for which there are insufficient funds, shall be subject to a \$25.00 service charge.

**2.34 Late Payment Charges**

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Ohio Regulatory Authority or a late factor of 1.5% per month. A late payment penalty may be assessed only once on any bill for rendered services.

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**REGULATIONS**

**2.35 Billing and Collection of Charges**

- (A) Non-recurring charges are due and payable from the Subscriber within 30 days after the invoice date, unless otherwise agreed to in advance. If an application for residential telephone service is accepted, the Company shall offer the option of deferred payment arrangements on telephone installation charges. If the deferred option is chosen, the installation charges shall be spread over a period of three months.
- (B) The Company shall present invoices for Recurring Charges monthly to the Subscriber, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Subscriber usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Subscriber by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Subscriber that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If service is disconnected by the Company in accordance with Section 2.43 following and later restored, restoration of service will be subject to all applicable installation charges

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**REGULATIONS**

**2.36 Operator Services Rules**

The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- (1) identify itself at the time the end-user accesses its services;
- (2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- (3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - (a) the operator service provider's name and address;
  - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.
- (4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- (5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

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**REGULATIONS**

**2.37 Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required to state law.

**2.38 Universal Emergency Telephone Number Service (911, E911)**

- (A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 Information consisting of the names, addresses and telephone numbers of all telephone Subscribers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**REGULATIONS****2.38 Universal Emergency Telephone Number Service (911, E911) (cont.)**

- (E) The Company assumes no liability for any infringement, or invasion of any right to privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by 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 Subscriber or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right to privacy of any person or 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 911 service features furnished by the Company in 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 911 services hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

**2.39 Directory Listings**

- (A) The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of directories of the dominant local exchange carrier.
- (B) The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- (C) The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

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**REGULATIONS**

**2.39 Directory Listings (cont.)**

- (D) Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings which in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the Subscriber cannot provide satisfactory evidence that he or she is authorized to do business as requested.
- (E) The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- (F) Generally, the listed address is the location of the subscriber's place of business.
- (G) Liability of the Company due to directory errors and omissions is specified in Section 2.7 of this tariff.
- (H) Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

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**REGULATIONS**

**2.40 Cancellation of Service by the Subscriber**

- (A) Subscriber may cancel service by providing 30 days written notice to the Company.
- (B) If a Subscriber cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.25, *supra*), the Subscriber agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.35.
- (C) The Subscriber's termination liability for cancellation of service shall be equal to:
  - (1) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Subscriber; plus
  - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Subscriber; plus
  - (3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
  - (4) a reasonable allowance for costs avoided by the Company as a direct result of the Subscriber's cancellation.

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**REGULATIONS**

**2.41 Cancellation of Application for Service**

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Subscriber 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 Subscriber, 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 incurred by the Company, 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 Subscriber had service commenced (all discounted to present value at six percent).
- (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 by the Company, less net salvage, applies. 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 2.41(A) through 2.41(C) will be calculated and applied on a case-by-case basis.

**2.42 Cancellation for Service Interruptions**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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**REGULATIONS**

**2.43 Discontinuance of Service**

The Company expressly retains the right to refuse or discontinue service without incurring any liability for any of the following reasons, provided that, unless otherwise stated, the Subscriber shall be given 7 days written notice to comply with any rule or to remedy any deficiency:

- (A) For the nonpayment of any amounts owing to the Company, the Company may, by giving 7 days prior written notice to the Subscriber, discontinue or suspend service without incurring any liability.
- (B) For the violation and/or noncompliance of any of the other material terms or conditions for furnishing service as established by the applicable tariff rules or Commission's administrative regulations pertaining to said service, the Company, after having first made a reasonable effort to obtain the Subscriber's compliance, may, after giving notice to the Subscriber, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Subscriber or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Subscriber, may discontinue or suspend service without incurring any liability.
- (D) Upon the Subscriber's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, after giving notice to the Subscriber, discontinue or suspend service without incurring any liability.
- (E) Upon any federal, state, or local governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may, by giving notice, discontinue service without incurring any liability. The Company may immediately discontinue service if said governmental entity orders for the immediate termination thereof.

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**REGULATIONS**

**2.43 Discontinuance of Service (Cont.)**

- (F) In the event of fraudulent use of the Company's network as set forth and defined in the Company's tariff, the Company will attempt to notify the Customer prior to disconnecting service.
- (G) Without notice, in the event anyone tampers with any of the Company's equipment or services installed at or provided to Subscriber's premises.
- (H) For the use of telephone service for any property or purpose other than that described in the application.
- (I) For neglect or refusal of Subscriber to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (J) Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.
- (K) The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

Upon the Company's discontinuance of service to the Subscriber under Section 2.43 (A) or 2.43 (B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Subscriber during the remainder of the term for which such services would have otherwise been provided to the Subscriber to be immediately due and payable (discounted to present value at six percent).

Disconnection notices shall clearly state the following:

- (A) A statement that failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll or optional services.
- (B) The earliest date when disconnection will occur.

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**REGULATIONS**

**2.43 Discontinuance of Service (Cont.)**

- (C) The reason(s) for disconnection and any actions which the subscriber must take in order to avoid the disconnection, including the total amount required to be paid (which shall not be greater than the past due balance).
- (D) The total amount due to avoid disconnection of local exchange service as defined in paragraph (A) above.
- (E) The total amount due for toll charges and a statement that nonpayment of toll charges may result in the disconnection of toll service.
- (F) The total amount due for nonregulated charges and a statement that nonpayment of such charges cannot result in the disconnection of basic local service or regulated toll service.
- (G) The address and telephone number of the office of the Company that the Subscriber may contact in reference to his/her account.
- (H) A statement that the Commission Staff is available to render assistance with unresolved complaints, and the then-current address and local/toll-free telephone numbers and TDD/TTY number of the Commissions public interest center.
- (I) A statement than an additional charge for reconnection may apply if service is disconnected. The statement shall also include a notice that payments to an unauthorized payment agent may result in the untimely or improper crediting of the Subscriber's account.

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**APPLICATION OF RATES**

**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

**3.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in their entirety based upon the rates of the originating time period.
- (E) All times refer to local time.

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**APPLICATION OF RATES**

**3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules:

- (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Subscriber's main billing telephone number.

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**APPLICATION OF RATES****3.3 Rates Based Upon Distance (Cont.)**

(B) The airline distance between any two rate centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
- (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) FORMULA = 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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**SERVICE AREAS****4.1 Calling Areas**

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5. Customers in the exchanges listed below, who subscribe to the Exchange Access Services listed in Section 5, will have flat rate local access to all stations within their own exchange, as well as to the corresponding exchanges listed as Extended Area Service. Local Calling to these areas is included in the price for the basic features listed in Section 5. Exchange Access Services bearing the following designations shall have the following Local Calling Areas:

**4.1.1 Ameritech Exchanges**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Aberdeen	Ripley
Akron	Greensburg, Hartville, Kent, Manchester, Mogadore, Uniontown, Montrose, Wadsworth, Sharon Center
Alliance	Atwater, Marlboro, Sebring, N. Georgetown, Paris
Alton	Columbus Metro Area, London, Cheshire Center, Rathbone, Resaca
Arabia	Guyan, Ironton, Walnut
Atwater	Alliance, Marlboro, Rootstown
Barnesville	Bethesda, Somerton
Beallsville	Bethesda, Clarington, Somerton, Woodsfield
Beavercreek	Dayton Metro Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Xenia, Yellow Springs - Clifton, Englewood, Liberty, Trotwood
Bedford	Cleveland Metro Area, Chesterland, Brunswick
Belfast	Hillsboro, Marshall, Sugar Tree Ridge
Bellaire	Martins Ferry Bridgeport, St. Clairsville

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Bellbrook	Dayton Metro Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Xenia, Englewood, Liberty, Trotwood
Belpre	
Berea	Cleveland Metro Area, Chesterland, Brunswick
Bethesda	Barnesville, Beallsville, Somerton, St. Clairsville
Bloomington	Jeffersonville, New Holland, Sedalia, Washington Court House
Bloomington	Castalia, Sandusky
Bowersville	Jamestown, Milledgeville, Xenia
Brecksville	Cleveland Metro Area, Chesterland, Brunswick
Burton	
Canal Fulton	Manchester, Massillon, North Canton
Canal Winchester	Columbus Metro Area, Carroll, Lancaster, Amanda, Baltimore, Cheshire Center, Rathbone
Canfield	North Jackson, North Lima, Youngstown
Canton	Hartsville, Louisville, Magnolia-Waynesburg, Massillon, Navarre, North Canton, Boliyar, Malvern, Minerva, Paris
Carroll	Canal Winchester, Lancaster, Baltimore
Castalia	Bloomington, Sandusky

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)****Ameritech Exchange****Local Calling Area**

Cedarville	Jamestown, Pitchin, South Solon, South Charleston, Yellow Springs-Clifton, Xenia
Centerville	Dayton Metro Area, Donnelsville, Enon, Medway, Franklin, New Carlisle, Spring Valley, Englewood, Liberty, Trotwood
Chagrin Falls	Cleveland Metro Area, Chesterland, Brunswick
Cheshire	Gallipolis, Vinton
Chesterland	Cleveland Metro Area, Kirtland
Christiansburg	Fletcher - Lena, New Carlisle, North Hampton, Tipp City, Troy
Clarington	Beallsville, Duffy, Woodsfield
Cleveland	Cleveland Metro Area, Chesterland, Brunswick
Columbiana	Lisbon, Leetonia, New Waterford, North Lima, Rogers, Youngstown
Columbus	Columbus Metro Area, Ashville, Cheshire Center, Kilbourne, Rathbone, Resaca, Plain City
Conesville	Coshocton, Dresden, West Lafayette
Corning	New Lexington, Shawnee
Coshocton	Conesville, West Lafayette, Cooperdale, Warsaw
Dalton	Massillon
Danville	Hillsboro, Sugar Tree Ridge, Lynchburg, Mowrystown

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)****Ameritech Exchange****Local Calling Area**

Dayton	Dayton Metro Area, Donnelsville, Enon, Franklin, Medway, New Carlisle, Spring Valley, Yellow Springs - Clifton, Xenia, Brookville, Englewood, Farmersville, Liberty, New Lebanon, Phillipsburg, Tipp City, Trotwood, West Milton
Donnelsville	Dayton Metro Area, Enon, Medway, New Carlisle, North Hampton, Springfield
Dresden	Conesville, Zanesville, Cooperdale
Dublin	Columbus Metro Area, Cheshire Center, Plain City, Rathbone
Duffy	Clarington, Graysville, New Matamoras, Woodsfield
East Liverpool	Lisbon, Rogers, Wellsville
East Palestine	New Waterford, Rogers
Enon	Dayton Metro Area, Donnelsville, Springfield, Yellow Springs - Clifton
Fairborn	Dayton Metro Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Yellow Springs - Clifton, Englewood, Liberty, Trotwood
Findlay	Arlington, Carey, Jenera, McComb, Mount Blanchard, Rawson, Van Buren
Fletcher - Lena	Christiansburg, Piqua
Fostoria	New Riegel
Franklin	Dayton, Centerville, Middletown

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Fremont	Lindsey, Bettsville, Gibsonburg, Helena
Fultonham	New Lexington, Roseville, Somerset, Zanesville
Gahanna	Columbus Metro Area, Cheshire Center, Plain City, Rathbone
Gallipolis	Cheshire, Guyan, Rio Grande, Vinton, Walnut
Gates Mills	Cleveland Metro Area, Chesterland, Kirtland, Mentor, Brunswick
Girard	Hubbard, Niles, Youngstown
Glenford	New Lexington, Somerset, Thornville
Gnadenhutten	Newcomerstown, Uhrichsville, New Philadelphia
Graysville	Duffy, Lewisville, New Matamoras, Woodsfield
Greensburg	Akron, Manchester, Uniontown
Grove City	Columbus Metro Area, Cheshire Center, Rathbone
Groveport	Columbus Metro Area, Cheshire Center, Rathbone
Guyan	Arabia, Gallipolis, Walnut
Harrisburg	Columbus Metro Area, London, Cheshire Center, Rathbone
Hartville	Akron, Canton, Louisville, North Canton
Hillcrest	Cleveland Metro Area, Chesterland, Kirtland, Brunswick
Hilliard	Columbus Metro Area, Cheshire Center, Plain City, Rathbone, Resaca

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Hillsboro	Belfast, Danville, Marshall, Rainsboro, Sugar Tree Ridge, Lynchburg, Mowrystown
Holland	Toledo Metro Area, N. Sylvania, MI, Sylvania
Hubbard	Girard, Lowellville, Youngstown
Independence	Cleveland Metro Area, Chesterland, Brunswick
Ironton	Arabia
Jamestown	Cedarville, Jeffersonville, Milledgeville, South Solon, Xenia
Jeffersonville	Bloomington, Jamestown, Milledgeville, Sedalia, South Solon, Washington Court House
Kent	Akron, Mantua, Mogadore, Ravenna, Rootstown
Kirtland	Chesterland, Gates Mills, Hillcrest, Mentor, Painesville, Terrace, Wickliffe, Willoughby
Lancaster	Canal Winchester, Carroll, Rushville, Sugar Grove, Amanda, Baltimore, Bremen, Millersport, Pleasantville
Leetonia	Lisbon, Columbiana, Salem
Leroy	Painesville
Lewisville	Graysville, Woodsfield
Lindsey	Fremont
Lisbon	Columbiana, East Liverpool, Leetonia, Rogers, Salem, Salineville, Wellsville, Hanoverton, Winona

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Lockbourne	Columbus Metro Area, Ashville, Cheshire Center, Rathbone
London	Alton, Harrisburg, Sedalia, South Charleston, South Solon, South Vienna, West Jefferson, Resaca
Louisville	Canton, Hartville, North Canton
Lowellville	Hubbard, North Lima, Youngstown
Magnolia-Waynesburg	Canton
Manchester	Akron, Canal Fulton, Greensburg
Mantua	Kent, Ravenna
Marietta	Newport, Barlow, Beverly, Lowell, Lower Salem, Watertown
Marlboro	Alliance, Atwater, Rootstown
Marshall	Belfast, Hillsboro, Rainsboro
Martins Ferry - Bridgeport	Bellaire, St. Clairsville, Adena, Dillonvale - Mt. Pleasant, Tiltonsville
Massillon	Canal Fulton, Canton, Dalton, Navarre, North Canton, Beach City, Brewster, Wilmot
Maumee	Toledo Metro Area, Grand Rapids, N. Sylvania, MI, Sylvania
Medway	Dayton Metro Area, Donnelsville, New Carlisle, Springfield
Mentor	Gates Mills, Kirtland, Painesville, Wickliffe, Willoughby

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Miamisburg - West Carrollton	Dayton Metro Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Englewood, Farmersville, Liberty, Trotwood
Middletown	Franklin, Monroe, Trenton, Gratis, Seven Mile
Milledgeville	Bowersville, Jamestown, Jeffersonville, Washington Court House
Mingo Junction	Steubenville, Brilliant
Mogadore	Akron, Kent, Uniontown
Monroe	Middletown, Trenton, Cincinnati, Hamilton
Montrose	Cleveland Metro Area, Chesterland, Brunswick
Murray City	Nelsonville, Shawnee
Navarre	Canton, Massillon, Beach City, Brewster
Nelsonville	Murray City, Shawnee
New Albany	Columbus Metro Area, Cheshire Center, Rathbone, Plain City
New Carlisle	Christiansburg, Dayton Metro Area, Donnelsville, Medway, North Hampton, Springfield, Tipp City, Troy
Newcomerstown	Gnadenhutten, West Lafayette, New Philadelphia
New Holland	Bloomington, Washington Court House
New Lexington	Corning, Fultonham, Glenford, Roseville, Shawnee, Somerset, Thornville
New Matamoras	Duffy, Graysville, Newport

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Newport	Marietta, New Matamoras
New Riegel	Fostoria, Tiffin
New Waterford	Columbiana, East Palestine, Rogers
Niles	Girard
North Canton	Canal Fulton, Canton, Hartville, Louisville, Massillon
North Hampton	Christiansburg, Donnelsville, New Carlisle, Springfield, Tremont City
North Jackson	Canfield, Youngstown
North Lima	Canfield, Columbiana, Lowellville, Youngstown
North Royalton	Cleveland Metro Area, Chesterland, Brunswick
Norwich	Philo, Zanesville, New Concord
Olmsted Falls	Cleveland Metro Area, Chesterland, Brunswick
Painesville	Kirtland, Leroy, Mentor, Willoughby
Perrysburg	Toledo Metro Area, N. Sylvania, MI, Sylvania
Philo	Norwich, Roseville, Zanesville
Piqua	Fletcher - Lena
Pitchin	Cedarville, South Charleston, Springfield, Yellow Springs Clifton
Rainsboro	Hillsboro, Marshall

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Ravenna	Kent, Mantua, Rootstown, Garrettsville
Reynoldsburg	Columbus Metro Area, Cheshire Center, Rathbone
Rio Grande	Gallipolis, Vinton, Walnut
Ripley	Aberdeen, Decatur, Georgetown, Russellville
Rogers	Columbiana, East Liverpool, East Palestine, Lisbon, New Waterford
Rootstown	Atwater, Kent, Marlboro, Ravenna
Roseville	Fultonham, New Lexington, Philo, Zanesville
Rushville	Lancaster, Somerset, Thornville, Bremen, Pleasantville
St. Clairsville	Bethesda, Bellaire, Martins Ferry Bridgeport, Adena, Flushing
Salem	Salem, Leetonia, Lisbon, Winona, Hanoverton
Salineville	Lisbon, Wellsville
Sandusky	Bloomington, Castalia, Huron, Kelley's Island
Sebring	Alliance, North Georgetown
Sedalia	Bloomington, Jeffersonville, London, South Solon
Sharon	
Shawnee	Corning, Murray City, Nelsonville, New Lexington
Somerset	Fultonham, Glenford, New Lexington, Rushville, Thornville

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Somerton	Barnesville, Beallsville, Bethesda, Woodsfield
South Charleston	Cedarville, London, Pitchin, South Solon, South Vienna, Springfield
South Solon	Cedarville, Jamestown, Jeffersonville, London, Sedalia, South Charleston
South Vienna	London, South Charleston, Springfield
Springfield	Donnelsville, Enon, Medway, New Carlisle, North Hampton, Pitchin, South Charleston, South Vienna, Tremont City, Catawba
Spring Valley	Dayton Metro Area, Xenia
Steubenville	Mingo Junction, Toronto, Amsterdam, Brilliant, Knoxville, Richmond, Smithfield
Strongsville	Cleveland Metro Area, Chesterland, Brunswick
Sugar Grove	Lancaster
Sugar Tree Ridge	Belfast, Danville, Hillsboro, Winchester, Mowrystown
Terrace	Cleveland Metro Area, Chesterland, Kirtland, Brunswick
Thornville	Glenford, New Lexington, Rushville, Somerset, Millersport, Pleasantville
Tiffin	New Riegel, Bloomville, Republic, Bettsville
Toledo	Toledo Metro Area, Curtice - Oregon, Elmore, Genoa, Grand Rapids, N. Sylvania, MI, Sylvania
Toronto	Steubenville, Wellsville, Knoxville

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Tremont City	North Hampton, Springfield
Trenton	Middletown, Monroe, Seven Mile, Hamilton, Cincinnati
Trinity	Cleveland Metro Area, Chesterland, Brunswick
Uhrichsville	Gnadenhutten, Bowerston, Freeport, New Philadelphia
Uniontown	Akron, Greensburg, Mogadore
Upper Sandusky	Carey, Harpster, Nevada, Wharton
Vandalia	Dayton Metro Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Englewood, Liberty, Trotwood
Victory	Cleveland Metro Area, Chesterland, Brunswick
Vinton	Cheshire, Gallipolis, Rio Grande
Walnut	Arabia, Gallipolis, Guyan, Rio Grande
Washington Court House	Bloomington, Jeffersonville, Milledgeville, New Holland
Wellsville	East Liverpool, Lisbon, Salineville, Toronto
Westerville	Columbus Metro Area, Cheshire Center, Plain City, Rathbone
West Jefferson	Columbus Metro Area, London, Cheshire Center, Plain City, Rathbone, Resaca
West Lafayette	Conesville, Coshocton, Newcomerstown

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**SERVICE AREAS****4.1 Calling Areas****4.1.1 Ameritech Exchanges (Cont.)**

<b><u>Ameritech Exchange</u></b>	<b><u>Local Calling Area</u></b>
Whitehouse	Toledo Metro Area, Grand Rapids, N. Sylvania, MI, Sylvania
Wickliffe	Cleveland Metro Area, Chesterland, Kirtland, Mentor, Brunswick
Willoughby	Cleveland Metro Area, Chesterland, Kirtland, Mentor, Painesville, Brunswick
Winchester	Sugar Tree Ridge, Seaman
Woodsfield	Beallsville, Clarington, Duffy, Graysville, Lewisville, Somerton
Worthington	Columbus Metro Area, Cheshire Center, Plain City, Rathbone
Xenia	Beavercreek, Bellbrook, Bowersville, Cedarville, Jamestown, Spring Valley, Yellow Springs - Clifton, Dayton, New Burlington
Yellow Springs - Clifton	Beavercreek, Cedarville, Dayton, Enon, Fairborn, Pitchin, Xenia
Youngstown	Canfield, Columbiana, Girard, Hubbard, Lowellville, North Jackson, North Lima
Zanesville	Dresden, Fultonham, Norwich, Philo, Roseville

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**SERVICE AREAS****4.1 Calling Areas****4.1.2 Cincinnati Bell Exchanges****Cincinnati Bell Exchange****Local Calling Area**

Bethany	Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Mason
Bethel	Bethany, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Felicity, Hamersville, Mason
Cincinnati	Bethany, Bethel, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Butlerville (Telephone & Data Systems), Fayetteville (Telephone & Data Systems), Felicity, Hamersville, Mt. Orab, Higginsport, Mason, South Lebanon, Monroe, Trenton
Clermont	Bethany, Bethel, Cincinnati, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Felicity, Hamersville, Mt. Orab, Higginsport, Mason
Hamilton	Bethany, Bethel, Cincinnati, Clermont, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Mason, Oxford (General Telephone of Ohio), Monroe, Trenton
Harrison	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan
Little Miami	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Mason, South Lebanon
Newtonsville	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Reily, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan, Mason

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**SERVICE AREAS****4.1 Calling Areas****4.1.2 Cincinnati Bell Exchanges (Cont.)****Cincinnati Bell Exchange****Local Calling Area**

Reily	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Seven Mile, Shandon, Williamsburg, Kentucky Metropolitan
Seven Mile	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Shandon, Williamsburg, Kentucky Metropolitan, Middletown, Trenton
Shandon	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Williamsburg, Kentucky Metropolitan, Mason
Williamsburg	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Kentucky Metropolitan, Mt. Orab, Mason

**4.1.3 Sprint Exchanges****Sprint Exchange****Local Calling Area**

Ada	Alger, Dunkirk, Lafayette
Adamsville	Zanesville
Adario	Mansfield, Shiloh
Alexandria	Johnstown
Alger	Ada Westminster
Andover	Colebrook, Dorset, Kinsman
Anna	Botkins, Fort Loramie, Jackson Center, Sidney

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Ansonia	Arcanum, Bradford, Gettysburg, Greenville, Hollansburg, New Madison, Rossburg, Versailles
Apple Creek	Fredericksburg, Kidron, Orrville, Wooster
Arcanum	Ansonia, Bradford, Eldorado, Gettysburg, Greenville, Hollansburg, New Madison, Rossburg, Versailles, West Manchester
Archbold	Stryker, Wauseon, Fayette
Bartlett	Amesville, Barlow, Beverly, Chesterhill, Watertown
Beaverdam	Bluffton, Cairo, Lafayette, Lima
Belle Center	Bellefontaine, Rushsylvania
Bellefontaine	Belle Center, DeGraff, East Liberty, Huntsville, Ridgeway, Rushsylvania, West Liberty, West Mansfield
Bellville	Butler, Lexington, Lucas, Mansfield
Berlin Center	Canfield, Lake Milton, North Benton, North Jackson, Youngstown
Big Prairie	Lakeville, Shreve, Wooster
Bloomdale	Arcadia, Bowling Green, Cygnet, North Baltimore, Portage
Bluffton	Beaverdam, Pandora
Botkins	Anna, Fort Loramie, Jackson Center, Sidney
Bradford	Ansonia, Arcanum, Gettysburg, Greenville, Hollansburg, New Madison, Rossburg, Versailles

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Bristolville	Cortland, Greene, North Bloomfield, Warren
Bucyrus	Chatfield, Lykens, Nevada, New Winchester
Butler	Bellville, Lexington, Lucas, Mansfield
Byhalia	Mt. Victory, West Mansfield, York Center
Cairo	Beaverdam, Columbus Grove, Gomer, Lima, Vaughnsville
Caledonia	Mt. Gilead, Marion, New Winchester
Camden	Eaton, Eldorado, Gratis, Morning Sun, New Paris, West Manchester
Cardington	Marengo, Mt. Gilead
Centerburg	Mt. Vernon
Chatfield	Bucyrus, Lykens
Chesterhill	Amesville, Bartlett, Pennsville, Stockport, McConnelsville
Chesterville	Fredericktown, Johnsville, Marengo, Mt. Gilead
Cortland	Bristolville, Greene, Hartford, Johnston, Kinsman, Warren
Crooksville	
Croton	Johnstown
Cygnet	Bloomdale, Bowling Green, North Baltimore, Portage, Risingsun
Damascus	North Georgetown, North Benton, Salem, Sebring, Winona

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Danville	Mt. Vernon, Gambier
Defiance	Arthur, Ayersville, Evansport, Jewell, Ney
DeGraff	Bellefontaine, Rosewood
Delphos	Elida, Gomer, Venedocia
Deshler	Belmore, Grelton-Malinta, Hamler, McClure, Weston
Dunkirk	Ada
East Liberty	Bellefontaine, Raymond, West Mansfield
Eaton	Camden, Eldorado, Morning Sun, New Paris, West Alexandria, West Manchester
Eldorado	Arcanum, Camden, Eaton, Hollansburg, New Madison, New Paris, West Manchester
Elida	Gomer, Delphos, Lima
Florida	Grelton-Malinta, Holgate, Jewell, Liberty Center, Napoleon, Okolona
Fort Loramie	Anna, Botkins, Jackson Center, Sidney
Frazesburg	Cooperdale, Dresden, Zanesville
Fredericksburg	Apple Creek, Holmesville, Wooster
Fredericktown	Mt. Vernon, Chesterville
Gambier	Mt. Vernon, Danville, Martinsburg

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Gerald	Napoleon, Liberty Center, Okolona, Ridgeville Corners
Gettysburg	Ansonia, Arcanum, Bradford, Greenville, Hollansburg, New Madison, Rossburg, Versailles
Glenmont	Killbuck, Millersburg
Glouster	
Gomer	Cairo, Delphos, Elida, Ft. Jennings, Kalida, Lima, Vaughnsville
Green Springs	Fremont, Old Fort, Republic
Greene	Bristolville, Cortland, Johnston, North Bloomfield, Warren
Greenville	Ansonia, Arcanum, Bradford, Gettysburg, Hollansburg, New Madison, Rossburg, Versailles
Grelton-Malinta	Deshler, Florida, Hamler, Holgate, Liberty Center, McClure, Napoleon, Okolona
Hamler	Belmore, Deshler, Holgate, Leipsic, Grelton-Malinta, New Bavaria
Hartford	Cortland, Johnston, Kinsman, Warren
Hebron	Millersport, Newark, Pataskala, Thornville
Holgate	Florida, Grelton-Malinta, Hamler, Liberty Center, Napoleon, New Bavaria
Hollansburg	Ansonia, Arcanum, Bradford, Eldorado, Gettysburg, Greenville, New Madison, New Paris, Rossburg, Versailles, West Manchester
Holmesville	Fredericksburg, Millersburg, Wooster

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Huntsville	Bellefontaine, Russells Point
Jackson Center	Anna, Botkins, Fort Loramie, Sidney
Jefferson	Ashtabula, Dorset, New Lyme, Pierpont, Rock Creek
Jewell	Defiance, Florida, Ayersville, Okolona, Evansport
Johnston	Bristolville, Cortland, Greene, Hartford, Kinsman, Warren
Johnstown	Alexandria, Croton
Johnsville	Chesterville, Lexington, Mt. Gilead, Mansfield
Junction City	New Lexington, Somerset
Kidron	Apple Creek, Orrville, Wooster, Dalton
Killbuck	Millersburg, Glenmont
Kinsman	Andover, Cortland, Hartford, Johnston, Warren
Lafayette	Ada, Beaverdam, Lima, Westminster
Lake Milton	Berlin Center, North Benton, Wayland
Lebanon	Mason, Morrow, Waynesville, South Lebanon
Lexington	Bellville, Butler, Johnsville, Lucas, Mansfield
Liberty Center	Gerald, Grand Rapids, Grelton-Malinta, Napoleon
Lima	Beaverdam, Buckland, Cairo, Cridersville, Elida, Gomer, Lafayette, Spencerville, Waynesfield, Westminster, Vaughnsville

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Lucas	Bellville, Butler, Lexington, Mansfield
Luckey	Stony Ridge, Woodville
Lykens	Bucyrus, Chatfield
Lyons	Ogden, MI, Sand Creek, MI, Wauseon
Magnetic Springs	Marysville, Raymond, Richwood
Mansfield	Adario, Bellville, Butler, Lexington, Lucas, Shiloh, Johnsville
Marengo	Ashley, Cardington, Chesterville, Mt. Gilead
Marshallville	Orrville
Martinsburg	Mt. Vernon, Gambier, Utica-Homer
Marysville	Magnetic Springs, Milford Center, Raymond, North Lewisburg, York Center, Woodstock
Mason	Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Lebanon, Little Miami, Newtonsville, Reily, Shandon, South Lebanon, Williamsburg
McConnelsville	Chesterhill, Pennsville, Reinersville-Hackney, Stockport
Metamora	Richfield Center-Berkey, Ogden, MI, Toledo
Milford Center	Marysville, North Lewisburg, Resaca, Woodstock
Millersburg	Berlin, Glenmont, Holmesville, Killbuck, Nashville, Wilmot
Moline	Stony Ridge, Toledo, Woodville

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Morrow	Butlerville, Lebanon, South Lebanon
Mt. Gilead	Cardington, Chesterville, Johnsville, Marengo
Mt. Sterling	
Mt. Vernon	Centerburg, Danville, Fredericktown, Gambier, Martinsburg, Utica-Homer
Mt. Victory	Byhalia, Ridgeway, Kenton
Napoleon	Florida, Gerald, Grelton-Malinta, Holgate, Liberty Center, Okolona
Nashville	Millersburg, Shreve, Loudonville
New Lyme	Jefferson, Colebrook
New Madison	Ansonia, Arcanum, Bradford, Eldorado, Gettysburg, Greenville, Hollansburg, New Paris, Rossburg, Versailles, West Manchester
New Paris	Camden, Eaton, Eldorado, Hollansburg, New Madison, West Manchester
Newton Falls	Warren
New Winchester	Bucyrus, Caledonia
North Benton	Alliance, Berlin Center, Damascus, Lake Milton, Sebring
North Lewisburg	Milford Center, Urbana, Woodstock, Marysville
Old Fort	Bettsville, Green Springs, Fremont, Tiffin
Orrville	Apple Creek, Dalton, Kidron, Marshallville, Smithville, Wooster

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Ottawa	Columbus Grove, Continental, Gilboa, Glandorf, Kalida, Leipsic, Miller City, Pandora
Pataskala	Baltimore, Hebron, Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, West Jefferson, Worthington
Pennsville	Chesterhill, McConnelsville, Stockport
Portage	Bloomdale, Bowling Green, Cygnet, North Baltimore
Raymond	East Liberty, Magnetic Springs, Marysville, York Center
Reinersville-Hackney	McConnelsville
Richfield Center - Berkey	Metamora, Toledo, Holland, Maumee, Perrysburg, Whitehouse
Ridgeway	Bellefontaine, Kenton, Mt. Victory, Rushsylvania
Risingsun	Cygnet, Fostoria
Rittman	Akron, Sterling, Wadsworth
Rockford	Celina, Ohio City, Wabash, Willshire-Wren
Rosewood	DeGraff, St. Paris
Rossburg	Ansonia, Arcanum, Bradford, Gettysburg, Hollansburg, New Madison, North Star, Versailles
Rushsylvania	Belle Center, Bellefontaine, Ridgeway
Russells Point	Huntsville

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Shelby	Shiloh
Shiloh	Adario, Mansfield, Shelby
Shreve	Big Prairie, Nashville, Wooster
Sidney	Anna, Botkins, Fort Loramie, Jackson Center
Smithville	Orrville, Wooster
South Lebanon	Mason, Morrow, Lebanon, Waynesville, Cincinnati, Little Miami
Sterling	Rittman
Stockport	Bartlett, Beverly, Chesterhill, McConnelsville, Pennsville, Watertown
Stony Ridge	Luckey, Moline, Woodville, Toledo
Stryker	Archbold
Sunbury	Cheshire-Lewis Center, Kilbourne, Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, West Jefferson, Worthington
Swanton	Toledo, Holland, Maumee, Perrysburg, Whitehouse
Utica-Homer	Martinsburg, Mt. Vernon
Van Wert	Convoy, Ohio City, Scott, Venedocia, Willshire-Wren
Venedocia	Delphos, Spencerville, Van Wert

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**SERVICE AREAS****4.1 Calling Areas****4.1.3 Sprint Exchanges (Cont.)**

<b><u>Sprint Exchange</u></b>	<b><u>Local Calling Area</u></b>
Versailles	Ansonia, Arcanum, Bradford, Gettysburg, Greenville, Hollansburg, New Madison, Rossburg, Yorkshire
Warren	Bristolville, Cortland, Greene, Hartford, Johnston, Kinsman, Newton Falls, Niles, North Bloomfield, North Jackson
Waterville	Grand Rapids, Toledo, Holland, Maumee, Perrysburg, Whitehouse
Wauseon	Archbold, Delta, Lyons, Fayette, Chesterfield
Wayland	Lake Milton, Ravenna
Waynesfield	Lima, Westminster
Waynesville	Dayton, Lebanon, South Lebanon
West Liberty	Bellefontaine, Urbana
West Manchester	Arcanum, Camden, Eaton, Eldorado, Hollansburg, Lewisburg, New Madison, New Paris
West Mansfield	Bellefontaine, Byhalia, East Liberty, York Center
Westminster	Alger, Lafayette, Lima, Waynesfield
Windham	Garrettsville, Ravenna
Woodville	Luckey, Stony Ridge, Elmore, Genoa, Gibsonburg, Fremont, Lindsey, Moline, Toledo
Wooster	Apple Creek, Burbank, Congress, Creston, Holmesville, Kidron, Orrville, Shreve, Smithville, Dalton
York Center	Byhalia, Marysville, Raymond, West Mansfield

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Adena	Cadiz, Dillouvale-Mt. Pleasant, Martins Ferry-Bridgeport, St. Clairsville
Albany	Athens, Wilkesville
Amesville	Athens, Bartlett, Chesterhill
Amsterdam	Bergholz, Harlem Springs, Richmond, Steubenville
Antwerp	Paulding
Arlington	Findlay, Jenera, Mt. Blanchard
Ashland	Hayesville, Nova, Polk, Red Haw, Savannah, Sullivan
Ashley	Delaware, Kilbourne, Marengo
Ashville	Circleville, Columbus, Lockbourne
Athens	Albany, Amesville, Guysville, New Marshfield, Shade, The Plains
Attica	Willard
Baltic	Berlin, New Philadelphia, Sugarcreek
Baltimore	Canal Winchester, Carroll, Lancaster, Millersport, Pataskala, Pleasantville
Barlow	Bartlett, Marietta, Watertown
Beach City	Bolivar, Brewster, Massillon, Navarre, Strasburg, Wilmot
Beaver	Piketon, Waverly

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Bellevue	
Bergholz	Amsterdam, Harlem Springs
Berlin	Baltic, Millersburg, Sugarcreek, Wilmot
Berlin Heights	Huron, Norwalk
Beverly	Lowell, Marietta, Stockport, Watertown
Blanchester	Butler, Clarksville, Martinsville, Wilmington
Bloomville	Republic, Tiffin
Bolivar	Beach City, Canton, Mineral City, New Philadelphia, Strasburg
Bowerston	New Philadelphia, Scio, Uhrichsville
Bowling Green	Cygnets, Haskins-Tontogany, Pemberville, Portage, Wayne-Bradner, Weston
Bremen	Lancaster, Rushville
Brewster	Beach City, Massillon, Navarre, Wilmot
Brilliant	Mingo Junction, Smithfield, Steubenville
Brookville	Dayton, Lewisburg, New Lebanon, Phillipsburg, Trotwood
Brunswick	Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Olmstead Falls, Strongsville, Terrace, Trinity, Valley City, Victory, Wickliffe, Willoughby

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Bryan	Edgerton, Edon, Evansport, Montpelier, Ney, West Unity
Burbank	Congress, Creston, Lodi, West Salem, Wooster
Byesville	Cambridge
Cadiz	Adena, Flushing, Freeport, Hopedale, Jewette, Scio
Caldwell	Dexter City, Summerfield
Cambridge	Byesville, New Concord, Old Washington
Carey	Findlay, Upper Sandusky
Carrollton	Dellroy, Harlem Springs, Malvern, Mechanicstown, Pattersonville
Catawba	Mechanicsburg, Springfield
Celina	Coldwater, Maria Stein, Mendon, Rockford, St. Marys, Wabash
Chatham	Medina, Spencer
Chesapeake	Huntingdon, West Virginia
Cheshire Center	Alton, Canal Winchester, Columbus, Delaware, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Kilbourne, Lockbourne, New Albany, Rathbone, Reynoldsburg, Sunbury, West Jefferson, Westerville, Worthington
Circleville	Ashville, Laurelville, Williamsport
Clarksville	Blanchester, Wilmington
Clyde	

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Coldwater	Celina, Fort Recovery, Maria Stein, Wabash
Congress	Burbank, Red Haw, West Salem, Wooster
Convoy	Scott, Van Wert, Willshire-Wren
Cooperdale	Coshocton, Dresden, Frazeyburg, Warsaw
Crestline	
Creston	Burbank, Seville, Westfield, Center, Wooster
Curtice-Oregon	Genoa, Toledo
Decatur	Ripley, Russellville
Delaware	Ashley, Cheshire Center, Kilbourne, Ostrander, Radnor, Rathbone
Dellroy	Carrollton
Dexter City	Caldwell, Lower Salem, Summerfield
Dillonvale - Mt. Pleasant	Adena, Martins Ferry - Bridgeport, Smithfield, Tiltonsville
East Rochester	Hanoverton, Minerva, North Georgetown
Edgerton	Bryan, Edon
Edon	Bryan, Edgerton
Elmore	Toledo

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Englewood	Beaver Creek, Bellbrook, Centerville, Dayton, Fairborn, Miamisburg - West Carrollton, Phillipsburg, Trotwood, Vandalia, West Milton
Evansport	Bryan, Defiance, Jewell, Ridgeville
Farmersville	Dayton, Germantown, Gratis, Liberty, Miamisburg - West Carrollton, New Labanon, West Alexandria
Fayette	Archbold, Wauseon
Felicity	Bethel, Cincinnati, Clermont, Hamersville, Higginsport
Flushing	Cadiz, Freeport, St. Clairsville
Forest	Mt. Blanchard, Wharton
Fort Recovery	Coldwater, Wabash
Freeport	Cadiz, Flushing, Uhrichsville
Galion	
Garrettsville	Hiram, Parkman, Ravenna, Windham
Genoa	Curtice - Oregon, Toledo
Georgetown	Hamersville, Higginsport, Mt. Orab, Ripley, Russellville, Sardinia
Gibsonburg	Helena, Fremont
Grafton	Elyria, North Eaton
Grand Rapids	Haskins - Tontogany, Maumee, Toledo, Waterville, Weston, Whitehouse

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Gratis	Camden, Farmersville, Germantown, Middletown, West Alexandria
Greenfield	Leesburg
Greenwich	Norwalk
Guysville	Athens, Coolville
Hamersville	Bethel, Cincinnati, Clermont, Felicity, Georgetown, Higginsport, Mt. Orab
Hanoverton	East Rochester, Lisbon, North Georgetown, Winona
Harlem Springs	Amsterdam, Bergholz, Carrollton, Mechanicstown
Harpster	Marion, Upper Sandusky
Haskins - Tontogany	Bowling Green, Grand Rapids
Hayesville	Ashland
Helena	Bettsville, Fremont, Gibsonburg
Hicksville	
Higginsport	Cincinnati, Clermont, Felicity, Georgetown, Hamersville
Homerville	Lodi, Spencer, West Salem
Huron	Berlin Heights, Sandusky
Idaho	Piketon, Waverly
Jackson	Oak Hill, Wellston

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Jenera	Arlington, Findlay, Rawson
Jewett	Cadiz, Scio
Kelleys Island	Sandusky
Kilbourne	Ashley, Cheshire Center, Columbus, Delaware, Sunbury
Knoxville	Steubenville, Toronto
Lakeville	Big Prairie, Loudonville, Nashville
Laura	Phillipsburg, West Milton
Laurelville	Circleville, Hallsville
Leesburg	Greenfield
Letart Falls	Pomeroy, Pomeroy
Lewisburg	Brookville, West Manchester
Liberty	Beaver Creek, Bellbrook, Centerville, Dayton, Fairborn, Farmersville, Miamisburg - West Carrollton, New Lebanon, Trotwood, Vandalia
Lodi	Burbank, Homerville, Medina, Westfield Center, West Salem
Logan	
Loudonville	Lakeville, Perrysville
Lowell	Beverly, Lower Salem, Marietta, Watertown
Lower Salem	Dexter City, Lowell, Marietta

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Lynchburg	Danville, Hillsboro
Malvern	Canton, Carrollton, Minerva
Manchester	West Union
Marblehead	Port Clinton
Maria Stein	Celina, Coldwater, Minster, Yorkshire
Marion	Caledonia, Green Camp, Harpster, LaRue, Morral, Prospect, Waldo
Martinsville	Blanchester, New Vienna, Wilmington
McArthur	Wilkesville
McComb	Findlay
Mechanicsburg	Catawba, Resaca, Urbana, Woodstock
Mechanicstown	Carrollton, Harlem Springs
Medina	Chatham, Homerville, Lodi, Seville, Sharon Center, Spencer, Valley City, Westfield Center
Mendon	Celina
Milan	Norwalk
Millersport	Baltimore, Hebron, Lancaster, Pleasantville, Thornville
Mineral City	Bolivar, New Philadelphia
Minerva	Canton, East Rochester, Malvern, Paris, Pattersonville

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Minster	Maria Stein, New Bremen
Monroeville	Norwalk
Montpelier	Bryan, Pioneer, West Unity
Montrose	Akron
Morning Sun	Camden, Eaton, Hamilton, Oxford, West College Corner, IN
Morril	Marion
Mowrystown	Danville, Hillsboro, Sardinia, Sugar Tree Ridge
Mt. Blanchard	Arlington, Findlay, Forest, Vanlue, Wharton
Mt. Orab	Cincinnati, Clermont, Fayetteville, Georgetown, Hamersville, Sardinia, Williamsburg
Nevada	Bucyrus, Upper Sandusky
New Bremen	Minster, St. Marys
New Burlington	Wilmington, Xenia
New Concord	Cambridge, Norwich
New Lebanon	Brookville, Dayton, Farmersville, Liberty, Trotwood, West Alexandria
New London	
New Marshfield	Athens

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
New Philadelphia	Baltic, Bolivar, Bowerston, Gnadenhutten, Mineral City, Strasburg, Sugarcreek, Urichsville
New Washington	
Ney	Bryan, Defiance
North Baltimore	Bloomdale, Cygnet, Van Buren
North Georgetown	Alliance, Damascus, East Rochester, Hanoverton, Sebring, Winona
North Eaton	Columbia Station, Elyria, Grafton
North Star	Rossburg, Yorkshire
Norwalk	Berlin Heights, Greenwich, Milan, Monroeville, Wakeman
Oak Harbor	
Oak Hill	Jackson
Oberlin	Elyria
Ohio City	Rockford, Van Wert, Willshire - Wren
Ostrander	Delaware, Radnor, Rathbone
Oxford	Hamilton, Morning Sun, West College Corner, IN
Paris	Alliance, Canton, Minerva
Payne	Paulding
Peebles	Seaman, Sinking Springs, West Union

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Pemberville	Bowling Green
Perrysville	Loudonville
Phillipsburg	Brookville, Dayton, Englewood, Laura, West Milton
Piketon	Beaver, Idaho, Waverly
Pioneer	Montpelier, Ransom, MI, West Unity
Plain City	Alton, Canal Winchester, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Resaca, Reynoldsburg, Westerville, West Jefferson, Worthington
Pleasantville	Baltimore, Lancaster, Millersport, Rushville, Thornville
Plymouth	Willard
Polk	Ashland, Red Haw, Savannah, Sullivan, West Salem
Pomeroy	Chester, Letart Falls, Portland, Mason, WV
Port Clinton	Marblehead
Portland	Letart Falls, Pomeroy
Portsmouth	Minford - Stockdale, South Shore, KY
Port William	Sabina, Wilmington
Put - In - Bay	

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Rathbone	Alton, Canal Winchester, Cheshire Center, Columbus, Delaware, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Ostrander, Reynoldsburg, Westerville, West Jefferson, Worthington
Rawson	Findlay, Jenera
Red Haw	Ashland, Congress, Polk, West Salem
Republic	Bloomville, Green Springs, Tiffin
Resaca	Alton, Columbus, Hilliard, London, Mechanicsburg, Milford Center, Plain City, West Jefferson
Richmond	Amsterdam, Steubenville
Russellville	Decatur, Georgetown, Ripley
Sabina	New Vienna, Port William, Wilmington
Savannah	Ashland, Polk
Scio	Bowerston, Cadiz, Jewett
Scott	Convoy, Grover Hill, Van Wert
Seaman	Peebles, West Union, Winchester
Seville	Creston, Medina, Westfield Center
Shade	Athens
Sharon Center	Akron, Medina, Wadsworth

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Sinking Spring	Peebles
Smithfield	Brilliant, Dillonvale - Mt. Pleasant, Steubenville
Spencer	Chatham, Homerville, Medina
Spencerville	Lima, Venedocia
St. Marys	Celina, New Bremen
Strasburg	Beach City, Bolivar, New Philadelphia
Sugarcreek	Baltic, Berlin, New Philadelphia
Summerfield	Caldwell, Dexter City
Sylvania	Holland, Maumee, Perrysburg, Toledo, Whitehouse, Lost Penninsula, MI
The Plains	Athens
Tiltonsville	Dillonvale, Martins Ferry - Bridgeport
Tipp City	Christiansburg, Dayton, New Carlisle, Troy
Trotwood	Beaver Creek, Bellbrook, Brookville, Centerville, Dayton, Englewood, Fairborn, Liberty, Miamisburg - West Carrollton, New Lebanon, Vandalia
Troy	Christiansburg, Covington, New Carlisle, Pleasant Hill, Tipp City, West Milton
Valley City	Brunswick, Medina

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Van Buren	Arcadia, Findlay, North Baltimore
Wadsworth	Akron, Rittman, Sharon Center
Wakeman	Norwalk
Warsaw	Cooperdale, Coshocton
Watertown	Barlow, Bartlett, Beverly, Lowell, Marietta, Stockport
Waverly	Beaver, Idaho, Piketon
Wayne - Bradner	Bowling Green
Wellington	Elyria
Wellston	Jackson
West Alexandria	Eaton, Farmersville, Gratis, New Lebanon
Westfield Center	Creston, Lodi, Medina, Seville
West Milton	Dayton, Englewood, Laura, Phillipsburg, Troy
Weston	Bowling Green, Deshler, Grand Rapids
West Salem	Burbank, Congress, Homerville, Lodi, Polk, Red Haw
West Union	Manchester, Peebles, Seaman
West Unity	Bryan, Montpelier, Pioneer
Wharton	Forest, Mt. Blanchard, Upper Sandusky, Vanlue

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**SERVICE AREAS****4.1 Calling Areas****4.1.4 Verizon Exchanges (Cont.)**

<b><u>Verizon Exchange</u></b>	<b><u>Local Calling Area</u></b>
Wilkesville	Albany, McArthur
Willard	Attica, Plymouth
Williamsport	Circleville
Willshire - Wren	Convoy, Ohio City, Rockford, Van Wert
Wilmington	Blanchester, Clarksville, Martinsville, New Burlington, New Vienna, Port William, Sabina
Wilmot	Beach City, Berlin, Brewster, Massillon, Millersburg
Winona	Damascus, Hanoverton, Lisbon, North Georgetown, Salem
Woodstock	Marysville, Mechanicsburg, Milford Center, North Lewisburg, Urbana
Yorkshire	Maria Stein, North Star, Versailles

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges**

Prefix	Exchange	Access Area	Prefix	Exchange	Access Area	Prefix	Exchange	Access Area
795	Aberdeen	D	785	Akron	C	860	Akron	D
208	Akron	B	794	Akron	C	821	Alliance	D
252	Akron	B	796	Akron	C	823	Alliance	D
253	Akron	B	798	Akron	C	829	Alliance	D
255	Akron	B	835	Akron	C	851	Alton	D
258	Akron	B	836	Akron	C	853	Alton	D
370	Akron	B	864	Akron	C	870	Alton	D
374	Akron	B	865	Akron	C	878	Alton	D
375	Akron	B	867	Akron	C	643	Arabia	D
376	Akron	B	869	Akron	C	947	Atwater	D
379	Akron	B	873	Akron	C	425	Barnesville	D
384	Akron	B	916	Akron	C	926	Beallsville	D
434	Akron	B	920	Akron	C	320	Beavercreek	D
515	Akron	B	922	Akron	C	426	Beavercreek	D
535	Akron	B	923	Akron	C	427	Beavercreek	D
543	Akron	B	928	Akron	C	429	Beavercreek	D
615	Akron	B	929	Akron	C	431	Beavercreek	D
643	Akron	B	940	Akron	C	232	Bedford	D
761	Akron	B	945	Akron	C	439	Bedford	D
762	Akron	B	971	Akron	C	735	Bedford	D
849	Akron	B	630	Akron	D	786	Bedford	D
972	Akron	B	633	Akron	D	764	Belfast	D
996	Akron	B	634	Akron	D	671	Bellaire	D
686	Akron	C	644	Akron	D	676	Bellaire	D
688	Akron	C	645	Akron	D	848	Bellbrook	D
724	Akron	C	706	Akron	D	401	Belpre	D
733	Akron	C	745	Akron	D	423	Belpre	D
773	Akron	C	753	Akron	D	234	Berea	C
780	Akron	C	825	Akron	D	243	Berea	C
784	Akron	C	848	Akron	D	260	Berea	C

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Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Area	Prefix	Exchange	Area	Prefix	Exchange	Area
816	Berea	C	456	Canton	D	458	Clarington	D
826	Berea	C	458	Canton	D	221	Cleveland	B
891	Berea	C	471	Canton	D	222	Cleveland	B
484	Bethesda	D	477	Canton	D	226	Cleveland	B
437	Bloomington	D	478	Canton	D	227	Cleveland	B
359	Bloomington	D	479	Canton	D	228	Cleveland	B
453	Bowersville	D	484	Canton	D	229	Cleveland	B
526	Brecksville	D	488	Canton	D	231	Cleveland	B
546	Brecksville	D	489	Canton	D	241	Cleveland	B
627	Brecksville	D	492	Canton	D	249	Cleveland	B
717	Brecksville	D	493	Canton	D	268	Cleveland	B
740	Brecksville	D	495	Canton	D	281	Cleveland	B
746	Brecksville	D	580	Canton	D	283	Cleveland	B
838	Brecksville	D	588	Canton	D	295	Cleveland	B
834	Burton	D	649	Canton	D	298	Cleveland	B
854	Canal Fulton	D	756	Carroll	D	321	Cleveland	B
833	Canal Winchester	D	684	Castalia	D	344	Cleveland	B
834	Canal Winchester	D	766	Cedarville	D	348	Cleveland	B
837	Canal Winchester	D	885	Centerville	D	361	Cleveland	B
920	Canal Winchester	D	886	Centerville	D	363	Cleveland	B
533	Canfield	D	247	Chagrin Falls	D	368	Cleveland	B
702	Canfield	D	248	Chagrin Falls	D	371	Cleveland	B
430	Canton	D	349	Chagrin Falls	D	391	Cleveland	B
438	Canton	D	498	Chagrin Falls	D	394	Cleveland	B
450	Canton	D	519	Chagrin Falls	D	397	Cleveland	B
451	Canton	D	836	Chagrin Falls	D	420	Cleveland	B
452	Canton	D	893	Chagrin Falls	D	421	Cleveland	B
453	Canton	D	367	Cheshire	D	431	Cleveland	B
454	Canton	D	729	Chesterland	D	432	Cleveland	B
455	Canton	D	857	Christiansburg	D	436	Cleveland	B

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Area	Prefix	Exchange	Area	Prefix	Exchange	Area
443	Cleveland	B	624	Cleveland	B	830	Cleveland	B
444	Cleveland	B	631	Cleveland	B	844	Cleveland	B
445	Cleveland	B	634	Cleveland	B	851	Cleveland	B
451	Cleveland	B	636	Cleveland	B	858	Cleveland	B
471	Cleveland	B	651	Cleveland	B	861	Cleveland	B
479	Cleveland	B	664	Cleveland	B	875	Cleveland	B
491	Cleveland	B	681	Cleveland	B	881	Cleveland	B
515	Cleveland	B	687	Cleveland	B	902	Cleveland	B
521	Cleveland	B	689	Cleveland	B	920	Cleveland	B
522	Cleveland	B	694	Cleveland	B	921	Cleveland	B
523	Cleveland	B	696	Cleveland	B	931	Cleveland	B
529	Cleveland	B	707	Cleveland	B	932	Cleveland	B
541	Cleveland	B	721	Cleveland	B	937	Cleveland	B
556	Cleveland	B	728	Cleveland	B	939	Cleveland	B
561	Cleveland	B	736	Cleveland	B	961	Cleveland	B
563	Cleveland	B	737	Cleveland	B	976	Cleveland	B
566	Cleveland	B	751	Cleveland	B	983	Cleveland	B
574	Cleveland	B	752	Cleveland	B	987	Cleveland	B
575	Cleveland	B	754	Cleveland	B	991	Cleveland	B
578	Cleveland	B	761	Cleveland	B	999	Cleveland	B
579	Cleveland	B	771	Cleveland	B	201	Cleveland	C
583	Cleveland	B	772	Cleveland	B	206	Cleveland	C
586	Cleveland	B	774	Cleveland	B	251	Cleveland	C
589	Cleveland	B	781	Cleveland	B	252	Cleveland	C
592	Cleveland	B	787	Cleveland	B	261	Cleveland	C
615	Cleveland	B	791	Cleveland	B	265	Cleveland	C
619	Cleveland	B	795	Cleveland	B	266	Cleveland	C
621	Cleveland	B	802	Cleveland	B	267	Cleveland	C
622	Cleveland	B	822	Cleveland	B	271	Cleveland	C
623	Cleveland	B	828	Cleveland	B	289	Cleveland	C

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Area	Prefix	Exchange	Area	Prefix	Exchange	Area
291	Cleveland	C	749	Cleveland	C	242	Columbus	B
341	Cleveland	C	778	Cleveland	C	243	Columbus	B
351	Cleveland	C	797	Cleveland	C	244	Columbus	B
362	Cleveland	C	813	Cleveland	C	247	Columbus	B
381	Cleveland	C	883	Cleveland	C	248	Columbus	B
382	Cleveland	C	889	Cleveland	C	249	Columbus	B
383	Cleveland	C	916	Cleveland	C	280	Columbus	B
398	Cleveland	C	941	Cleveland	C	281	Columbus	B
429	Cleveland	C	957	Cleveland	C	341	Columbus	B
433	Cleveland	C	977	Cleveland	C	358	Columbus	B
441	Cleveland	C	331	Cleveland	C	365	Columbus	B
459	Cleveland	C	333	Cleveland	C	460	Columbus	B
476	Cleveland	C	356	Cleveland	C	461	Columbus	B
481	Cleveland	C	895	Cleveland	C	462	Columbus	B
485	Cleveland	C	482	Columbiana	D	463	Columbus	B
486	Cleveland	C	217	Columbus	B	464	Columbus	B
531	Cleveland	C	220	Columbus	B	466	Columbus	B
635	Cleveland	C	221	Columbus	B	469	Columbus	B
640	Cleveland	C	222	Columbus	B	480	Columbus	B
641	Cleveland	C	223	Columbus	B	544	Columbus	B
661	Cleveland	C	224	Columbus	B	546	Columbus	B
671	Cleveland	C	225	Columbus	B	564	Columbus	B
676	Cleveland	C	227	Columbus	B	566	Columbus	B
691	Cleveland	C	228	Columbus	B	621	Columbus	B
692	Cleveland	C	229	Columbus	B	624	Columbus	B
731	Cleveland	C	232	Columbus	B	627	Columbus	B
732	Cleveland	C	233	Columbus	B	628	Columbus	B
738	Cleveland	C	234	Columbus	B	629	Columbus	B
739	Cleveland	C	240	Columbus	B	644	Columbus	B
741	Cleveland	C	241	Columbus	B	645	Columbus	B

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Service Area	Prefix	Exchange	Service Area	Prefix	Exchange	Service Area
677	Columbus	B	268	Columbus	C	451	Columbus	C
688	Columbus	B	270	Columbus	C	457	Columbus	C
719	Columbus	B	271	Columbus	C	459	Columbus	C
722	Columbus	B	272	Columbus	C	481	Columbus	C
723	Columbus	B	273	Columbus	C	485	Columbus	C
724	Columbus	B	274	Columbus	C	486	Columbus	C
728	Columbus	B	275	Columbus	C	487	Columbus	C
744	Columbus	B	276	Columbus	C	488	Columbus	C
752	Columbus	B	278	Columbus	C	538	Columbus	C
821	Columbus	B	279	Columbus	C	692	Columbus	C
849	Columbus	B	291	Columbus	C	693	Columbus	C
857	Columbus	B	292	Columbus	C	784	Columbus	C
976	Columbus	B	293	Columbus	C	829	Conesville	D
995	Columbus	B	294	Columbus	C	347	Corning	D
231	Columbus	C	297	Columbus	C	295	Coshocton	D
235	Columbus	C	298	Columbus	C	622	Coshocton	D
236	Columbus	C	299	Columbus	C	623	Coshocton	D
237	Columbus	C	308	Columbus	C	828	Dalton	D
238	Columbus	C	326	Columbus	C	288	Danville-H	D
239	Columbus	C	338	Columbus	C	208	Dayton	B
251	Columbus	C	351	Columbus	C	220	Dayton	B
252	Columbus	C	421	Columbus	C	221	Dayton	B
253	Columbus	C	424	Columbus	C	222	Dayton	B
257	Columbus	C	429	Columbus	C	223	Dayton	B
258	Columbus	C	442	Columbus	C	224	Dayton	B
261	Columbus	C	443	Columbus	C	225	Dayton	B
262	Columbus	C	444	Columbus	C	226	Dayton	B
263	Columbus	C	445	Columbus	C	227	Dayton	B
265	Columbus	C	447	Columbus	C	228	Dayton	B
267	Columbus	C	449	Columbus	C	229	Dayton	B

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Service Area	Prefix	Exchange	Service Area	Prefix	Exchange	Service Area
234	Dayton	B	258	Dayton	C	528	Dayton	C
285	Dayton	B	259	Dayton	C	534	Dayton	C
331	Dayton	B	262	Dayton	C	567	Dayton	C
333	Dayton	B	263	Dayton	C	643	Dayton	C
341	Dayton	B	267	Dayton	C	656	Dayton	C
356	Dayton	B	268	Dayton	C	781	Dayton	C
443	Dayton	B	274	Dayton	C	233	Dayton	D
445	Dayton	B	275	Dayton	C	235	Dayton	D
449	Dayton	B	276	Dayton	C	236	Dayton	D
455	Dayton	B	277	Dayton	C	237	Dayton	D
457	Dayton	B	278	Dayton	C	882	Donnelsville	D
461	Dayton	B	279	Dayton	C	754	Dresden	D
463	Dayton	B	290	Dayton	C	526	Dublin	C
485	Dayton	B	291	Dayton	C	659	Dublin	C
495	Dayton	B	293	Dayton	C	717	Dublin	C
496	Dayton	B	294	Dayton	C	718	Dublin	C
512	Dayton	B	296	Dayton	C	760	Dublin	C
542	Dayton	B	297	Dayton	C	761	Dublin	C
586	Dayton	B	298	Dayton	C	764	Dublin	C
630	Dayton	B	299	Dayton	C	766	Dublin	C
640	Dayton	B	428	Dayton	C	789	Dublin	C
641	Dayton	B	432	Dayton	C	790	Dublin	C
824	Dayton	B	433	Dayton	C	791	Dublin	C
976	Dayton	B	434	Dayton	C	792	Dublin	C
252	Dayton	C	435	Dayton	C	793	Dublin	C
253	Dayton	C	436	Dayton	C	798	Dublin	C
254	Dayton	C	438	Dayton	C	799	Dublin	C
255	Dayton	C	439	Dayton	C	889	Dublin	C
256	Dayton	C	476	Dayton	C	932	Dublin	C
257	Dayton	C	499	Dayton	C	483	Duffy	D

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Area	Prefix	Exchange	Area	Prefix	Exchange	Area
385	East Liverpool	D	414	Gahanna	C	830	Groveport	D
386	East Liverpool	D	415	Gahanna	C	835	Groveport	D
426	East Palestine	D	418	Gahanna	C	836	Groveport	D
863	Enon	D	422	Gahanna	C	256	Guyan	D
864	Enon	D	428	Gahanna	C	877	Harrisburg	D
754	Fairborn	D	470	Gahanna	C	877	Hartville	D
775	Fairborn	D	471	Gahanna	C	395	Hillcrest	C
873	Fairborn	D	473	Gahanna	C	442	Hillcrest	C
878	Fairborn	D	475	Gahanna	C	446	Hillcrest	C
879	Fairborn	D	476	Gahanna	C	449	Hillcrest	C
420	Findlay	D	478	Gahanna	C	456	Hillcrest	C
421	Findlay	D	479	Gahanna	C	460	Hillcrest	C
422	Findlay	D	490	Gahanna	C	461	Hillcrest	C
423	Findlay	D	339	Gallipolis	D	473	Hillcrest	C
424	Findlay	D	441	Gallipolis	D	483	Hillcrest	C
425	Findlay	D	446	Gallipolis	D	603	Hillcrest	C
427	Findlay	D	423	Gates Mills	D	604	Hillcrest	C
429	Findlay	D	505	Girard	D	605	Hillcrest	C
368	Fletcher-Lena	D	530	Girard	D	646	Hillcrest	C
435	Fostoria	D	539	Girard	D	720	Hillcrest	C
436	Fostoria	D	545	Girard	D	527	Hilliard	D
743	Franklin	D	659	Glenford	D	529	Hilliard	D
746	Franklin	D	254	Gnadenhutten	D	684	Hilliard	D
748	Franklin	D	934	Graysville	D	771	Hilliard	D
332	Fremont	D	896	Greensburg	D	777	Hilliard	D
333	Fremont	D	277	Grove City	D	850	Hilliard	D
334	Fremont	D	539	Grove City	D	876	Hilliard	D
355	Fremont	D	801	Grove City	D	393	Hillsboro	D
849	Fultonham	D	871	Grove City	D	861	Holland	D
337	Gahanna	C	875	Grove City	D	865	Holland	D

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Area	Prefix	Exchange	Area	Prefix	Exchange	Area
866	Holland	D	256	Kirkland	D	609	Martins Ferry-Br	D
867	Holland	D	652	Lancaster	D	633	Martins Ferry-Br	D
868	Holland	D	653	Lancaster	D	635	Martins Ferry-Br	D
534	Hubbard	D	654	Lancaster	D	830	Massillon	D
568	Hubbard	D	681	Lancaster	D	832	Massillon	D
328	Independence	C	687	Lancaster	D	833	Massillon	D
447	Independence	C	689	Lancaster	D	834	Massillon	D
520	Independence	C	427	Leetonia	D	837	Massillon	D
524	Independence	C	254	Leroy	D	482	Maumee	D
573	Independence	C	567	Lewisville	D	887	Maumee	D
606	Independence	C	665	Lindsey	D	891	Maumee	D
642	Independence	C	424	Lisbon	D	893	Maumee	D
643	Independence	C	409	Lockborne	D	897	Maumee	D
674	Independence	C	491	Lockbourne	D	849	Medway	D
901	Independence	C	492	Lockbourne	D	205	Mentor	D
986	Independence	C	497	Lockbourne	D	209	Mentor	D
377	Ironton	D	845	London	D	255	Mentor	D
532	Ironton	D	852	London	D	257	Mentor	D
533	Ironton	D	871	Louisville	D	974	Mentor	D
534	Ironton	D	875	Louisville	D	847	Miamisburg-W Ca	D
675	Jamestown	D	536	Lowellville	D	859	Miamisburg-W Ca	D
426	Jeffersonville	D	866	Magnolia-Waynes	D	865	Miamisburg-W Ca	D
346	Kent	D	882	Manchester	D	866	Miamisburg-W Ca	D
422	Kent	D	274	Mantua	D	384	Miamisburg-W Car	D
626	Kent	D	373	Marietta	D	420	Middletown	D
672	Kent	D	374	Marietta	D	422	Middletown	D
673	Kent	D	376	Marietta	D	423	Middletown	D
676	Kent	D	568	Marietta	D	424	Middletown	D
677	Kent	D	935	Marlboro	D	425	Middletown	D
678	Kent	D	466	Marshall	D	727	Middletown	D

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Area			Area			Area		
948	Milledgeville	D	491	North Canton	D	296	Ravenna	D
535	Mingo Junction	D	494	North Canton	D	297	Ravenna	D
628	Mogadore	D	497	North Canton	D	367	Reynoldsburg	C
539	Monroe	D	498	North Canton	D	501	Reynoldsburg	C
475	Montrose	C	499	North Canton	D	575	Reynoldsburg	C
518	Montrose	C	966	North Canton	D	577	Reynoldsburg	C
581	Montrose	C	964	North Hampton	D	751	Reynoldsburg	C
587	Montrose	C	538	North Jackson	D	755	Reynoldsburg	C
662	Montrose	C	542	North Lima	D	759	Reynoldsburg	C
663	Montrose	C	549	North Lima	D	856	Reynoldsburg	C
762	Murray City	D	230	North Royalton	D	860	Reynoldsburg	C
879	Navarre	D	237	North Royalton	D	861	Reynoldsburg	C
753	Nelsonville	D	582	North Royalton	D	863	Reynoldsburg	C
855	New Albany	D	872	Norwich	D	864	Reynoldsburg	C
933	New Albany	D	235	Olmsted Falls	D	866	Reynoldsburg	C
939	New Albany	D	350	Painesville	D	868	Reynoldsburg	C
845	New Carlisle	D	352	Painesville	D	245	Rio Grande	D
846	New Carlisle	D	354	Painesville	D	392	Ripley	D
495	New Holland	D	357	Painesville	D	227	Rogers	D
342	New Lexington	D	392	Painesville	D	325	Rootstown	D
343	New Lexington	D	639	Painesville	D	697	Roseville	D
865	New Matamoras	D	872	Perrysburg	D	536	Rushville	D
595	New Riegel	D	873	Perrysburg	D	332	Salem	D
457	New Waterford	D	874	Perrysburg	D	337	Salem	D
498	Newcomerstown	D	674	Philo	D	679	Salineville	D
473	Newport	D	615	Piqua	D	609	Sandusky	D
544	Niles	D	773	Piqua	D	621	Sandusky	D
652	Niles	D	778	Piqua	D	624	Sandusky	D
305	North Canton	D	265	Pitchin	D	625	Sandusky	D
490	North Canton	D	365	Rainsboro	D	626	Sandusky	D

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Service Area	Prefix	Exchange	Service Area	Prefix	Exchange	Service Area
627	Sandusky	D	284	Steubenville	D	244	Toledo	B
938	Sebring	D	346	Steubenville	D	245	Toledo	B
874	Sedalia	D	238	Strongsville	D	246	Toledo	B
448	Sharon	D	572	Strongsville	D	247	Toledo	B
394	Shawnee	D	846	Strongsville	D	248	Toledo	B
542	Solon	D	746	Sugar Grove	D	249	Toledo	B
743	Somerset	D	927	Sugar Tree Ridge	D	251	Toledo	B
757	Somerton	D	292	Terrace	C	252	Toledo	B
462	South Charleston	D	360	Terrace	C	254	Toledo	B
883	South Solon	D	378	Terrace	C	255	Toledo	B
568	South Vienna	D	464	Terrace	C	259	Toledo	B
862	Spring Valley	D	514	Terrace	C	321	Toledo	B
322	Springfield	D	590	Terrace	C	325	Toledo	B
323	Springfield	D	591	Terrace	C	327	Toledo	B
324	Springfield	D	595	Terrace	C	418	Toledo	B
325	Springfield	D	690	Terrace	C	442	Toledo	B
327	Springfield	D	765	Terrace	C	936	Toledo	B
328	Springfield	D	766	Terrace	C	976	Toledo	B
342	Springfield	D	831	Terrace	C	269	Toledo	C
390	Springfield	D	839	Terrace	C	291	Toledo	C
399	Springfield	D	880	Terrace	C	292	Toledo	C
525	Springfield	D	246	Thornville	D	322	Toledo	C
629	Springfield	D	443	Tiffin	D	329	Toledo	C
232	St Clairsville	D	447	Tiffin	D	380	Toledo	C
695	St Clairsville	D	448	Tiffin	D	381	Toledo	C
699	St Clairsville	D	213	Toledo	B	382	Toledo	C
264	Steubenville	D	240	Toledo	B	385	Toledo	C
266	Steubenville	D	241	Toledo	B	386	Toledo	C
282	Steubenville	D	242	Toledo	B	389	Toledo	C
283	Steubenville	D	243	Toledo	B	407	Toledo	C

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Pref.	Exchange	Access Area	Pref.	Exchange	Access Area	Pref.	Exchange	Access Area
464	Toledo	C	698	Toledo	D	845	Victory	C
470	Toledo	C	537	Toronto	D	884	Victory	C
471	Toledo	C	969	Tremont City	D	885	Victory	C
472	Toledo	C	988	Trenton	D	886	Victory	C
473	Toledo	C	250	Trinity	C	887	Victory	C
474	Toledo	C	686	Trinity	C	888	Victory	C
475	Toledo	C	716	Trinity	C	388	Vinton	D
476	Toledo	C	734	Trinity	C	379	Walnut	D
478	Toledo	C	777	Trinity	C	333	Washington CH	D
479	Toledo	C	779	Trinity	C	335	Washington CH	D
480	Toledo	C	808	Trinity	C	636	Washington CH	D
486	Toledo	C	827	Trinity	C	532	Wellsville	D
530	Toledo	C	835	Trinity	C	879	West Jefferson	D
531	Toledo	C	871	Trinity	C	545	West Lafayette	D
534	Toledo	C	892	Trinity	C	523	Westerville	C
535	Toledo	C	899	Trinity	C	794	Westerville	C
536	Toledo	C	962	Trinity	C	818	Westerville	C
537	Toledo	C	979	Trinity	C	823	Westerville	C
539	Toledo	C	922	Uhrichsville	D	865	Westerville	C
578	Toledo	C	699	Uniontown	D	882	Westerville	C
726	Toledo	C	209	Upper Sandusky	D	890	Westerville	C
727	Toledo	C	294	Upper Sandusky	D	891	Westerville	C
729	Toledo	C	264	Vandalia	D	895	Westerville	C
661	Toledo	D	415	Vandalia	D	898	Westerville	C
666	Toledo	D	454	Vandalia	D	899	Westerville	C
690	Toledo	D	890	Vandalia	D	877	Whitehouse	D
691	Toledo	D	898	Vandalia	D	516	Wickliffe	C
693	Toledo	D	743	Victory	C	585	Wickliffe	C
696	Toledo	D	842	Victory	C	833	Wickliffe	C
697	Toledo	D	843	Victory	C	943	Wickliffe	C

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.1 Ameritech Exchanges (Cont.)**

Prefix	Exchange	Area	Prefix	Exchange	Area	Prefix	Exchange	Area
944	Wickliffe	C	854	Worthington	C	792	Youngstown	D
269	Willoughby	C	880	Worthington	C	793	Youngstown	D
602	Willoughby	C	885	Worthington	C	797	Youngstown	D
918	Willoughby	C	888	Worthington	C	799	Youngstown	D
942	Willoughby	C	985	Worthington	C	965	Youngstown	D
946	Willoughby	C	372	Xenia	D	450	Zanesville	D
951	Willoughby	C	374	Xenia	D	452	Zanesville	D
953	Willoughby	C	376	Xenia	D	453	Zanesville	D
954	Willoughby	C	767	Yellow Spr-Cli	D	454	Zanesville	D
975	Willoughby	C	769	Yellow Spr-Cli	D	455	Zanesville	D
695	Winchester	D	480	Youngstown	C	586	Zanesville	D
472	Woodsfield	D	740	Youngstown	C			
213	Worthington	C	742	Youngstown	C			
430	Worthington	C	743	Youngstown	C			
431	Worthington	C	744	Youngstown	C			
433	Worthington	C	746	Youngstown	C			
436	Worthington	C	747	Youngstown	C			
438	Worthington	C	750	Youngstown	C			
780	Worthington	C	755	Youngstown	C			
781	Worthington	C	782	Youngstown	C			
785	Worthington	C	783	Youngstown	C			
786	Worthington	C	788	Youngstown	C			
825	Worthington	C	270	Youngstown	D			
840	Worthington	C	629	Youngstown	D			
841	Worthington	C	707	Youngstown	D			
842	Worthington	C	726	Youngstown	D			
844	Worthington	C	729	Youngstown	D			
846	Worthington	C	757	Youngstown	D			
847	Worthington	C	758	Youngstown	D			
848	Worthington	C	759	Youngstown	D			

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.2 Cincinnati Bell Exchanges**

EXCHANGE	CLASS	EXCHANGE	CLASS	EXCHANGE	CLASS	EXCHANGE	CLASS
Baileytown	10	Fall Branch	13	Midway - Wash. Co.	13		
Blountville	15	Greeneville	10	Mosheim	10		
Bluff City	12	Hampton	9	Mountain City	3		
Bristol	12	Johnson City	12	Roan Mountain	9		
Butler	9	Jonesborough	12	Stoney Creek	9		
Church Hill	13	Kingsport	13	Sullivan Gardens	13		
Elizabethton	9	Limestone	14				
Erwin	4	Midway - Sullivan Co.	13				

**4.2.3 Sprint Exchanges**

EXCHANGE	CLASS	EXCHANGE	CLASS	EXCHANGE	CLASS	EXCHANGE	CLASS
Ada	3	Berlin Center	8	Chesterhill	3	Elida	6
Adamsville	5	Big Prairie	5	Chesterville	4	Florida	4
Adario	6	Bloomdale	5	Cortland	6	Fort Loramie	5
Alexandria	2	Bluffton	2	Crooksville	1	Fazeysburg	6
Alger	3	Botkins	5	Croton	2	Fredericksburg	5
Andover	3	Bradford	5	Cygnat	5	Fredericktown	5
Anna	5	Bristolville	6	Damascus	5	Gambier	5
Ansonia	5	Bucyrus	4	Danville	5	Gerald	4
Apple Creek	5	Butler	6	Defiance	4	Gettysburg	5
Arcanum	5	Byhalia	1	DeGraff	4	Glenmont	2
Archbold	4	Cairo	6	Delphos	4	Glouster	1
Bartlett	2	Caledonia	6	Deshler	3	Gomer	6
Beaverdam	6	Camden	4	Dunkirk	2	Green Springs	5
Belle Center	4	Cardington	3	East Liberty	4	Greene	7
Bellefontaine	5	Centerburg	4	Eaton	5	Greenville	5
Bellville	6	Chatfield	4	Eldorado	4	Greton-Malinta	4

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.3 Sprint Exchanges (Cont.)**

EXCHANGE	PLANS	EXCHANGE	PLANS	EXCHANGE	PLANS	EXCHANGE	PLANS
Hamler	3	Mansfield	7	Pataskala	9	Venedocia	4
Hartford	7	Marengo	4	Pennsville	3	Versailles	5
Hebron	6	Marshallville	3	Portage	5	Warren	7
Holgate	4	Martinsburg	5	Raymond	4	Waterville	9
Hollansburg	5	Marysville	5	Reinersville-Hackney	2	Wauseon	4
Holmesville	5	Mason	9	Richfield Center-Berkey	9	Wayland	5
Huntsville	4	McConnelsville	3	Ridgeway	5	Waynesfield	6
Jackson Center	5	Metamora	8	Risingsun	4	Waynesville	9
Jefferson	5	Milford Center	4	Rittman	9	West Liberty	5
Jewell	4	Millersburg	4	Rockford	4	West Manchester	5
Johnston	7	Moline	9	Rosewood	2	West Mansfield	4
Johnstown	2	Morrow	4	Rossburg	5	Westminster	6
Johnsville	7	Mt. Gilead	4	Rushsylvania	4	Windham	5
Junction City	3	Mt. Sterling	1	Russells Point	2	Woodville	9
Kidron	6	Mt. Vernon	5	Shelby	4	Wooster	6
Killbuck	2	Mt. Victory	4	Shiloh	7	York Center	4
Kinsman	7	Napoleon	4	Shreve	5		
Lafayette	6	Nashville	4	Sidney	5		
Lake Milton	3	New Lyme	2	Smithville	5		
Lebanon	5	New Madison	5	South Lebanon	9		
Lexington	6	New Paris	4	Sterling	2		
Liberty Center	4	Newton Falls	6	Stockport	4		
Lima	6	New Winchester	4	Stony Ridge	9		
Lucas	6	North Benton	5	Stryker	2		
Luckey	2	North Lewisburg	5	Sunbury	9		
Lykens	4	Old Fort	6	Swanton	9		
Lyons	3	Orrville	6	Utica-Homer	5		
Magnetic Springs	4	Ottawa	4	Van Wert	4		

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.4 Verizon Exchanges**

EXCHANGE	ZONE	EXCHANGE	ZONE	EXCHANGE	ZONE	EXCHANGE	ZONE
Adena	4	Bremen	4	Decatur	1	Greenwich	3
Albany	4	Brewster	5	Delaware	4	Guysville	4
Amanda	5	Brilliant	4	Dellroy	2	Hamersville	6
Amesville	4	Brookville	6	Dexter City	2	Hanoverton	3
Amsterdam	4	Brunswick	6	Dillonvale-Mt. Pleasant	4	Harlem Springs	3
Antwerp	2	Bryan	4	East Rochester	3	Harpster	5
Arlington	4	Burbank	4	Edgerton	3	Haskins-Tontogany	4
Ashland	4	Byesville	4	Edon	3	Hayesville	4
Ashley	4	Cadiz	3	Elmore	6	Helena	4
Ashville	6	Caldwell	2	Englewood	6	Hicksville	1
Athens	4	Cambridge	4	Evansport	4	Higginsport	6
Attica	3	Carey	5	Farmersville	6	Homerville	2
Baltic	4	Carrollton	3	Fayette	3	Huron	5
Baltimore	5	Catawba	5	Felicity	6	Idaho	3
Barlow	4	Celina	4	Flushing	3	Jackson	3
Beach City	5	Chatham	4	Forest	1	Jenera	4
Beaver	3	Chesapeake	6	Fort Recovery	2	Jewett	2
Bellevue	2	Cheshire Center	6	Freeport	3	Kelleys Island	5
Bergholz	1	Circleville	4	Galion	3	Kilbourne	6
Berlin	4	Clarksville	3	Garrettsville	4	Knoxville	4
Berlin Heights	4	Clyde	2	Genoa	6	Lakeville	2
Bettsville	5	Coldwater	4	Georgetown	3	LaRue	4
Beverly	4	Congress	4	Gibsonburg	4	Laura	3
Blanchester	4	Convoy	3	Grafton	5	Laurelville	3
Bloomville	4	Cooperdale	4	Grand Rapids	6	Leesburg	2
Bolivar	6	Crestline	1	Gratis	5	Letart Falls	3
Bowerston	5	Creston	4	Green Camp	4	Lewisburg	2
Bowling Green	4	Curtice-Oregon	6	Greenfield	2	Liberty	6

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.4 Verizon Exchanges (Cont.)**

EXCHANGE	ZONE	EXCHANGE	ZONE	EXCHANGE	ZONE	EXCHANGE	ZONE
Lodi	4	Mowrystown	3	Pemberville	4	Scio	2
Logan	3	Mt. Blanchard	5	Perrysville	2	Scott	3
Loudonville	2	Mt. Orab	6	Phillipsburg	6	Searman	3
Lowell	4	Nevada	4	Piketon	3	Seville	4
Lower Salem	4	New Bremen	3	Pioneer	2	Shade	3
Lynchburg	3	New Burlington	4	Plain City	6	Sharon Center	6
Malvern	6	New Concord	4	Pleasantville	5	Sinking Spring	1
Manchester	2	New Lebanon	6	Plymouth	2	Smithfield	4
Marblehead	3	New London	1	Polk	4	Spencer	4
Maria Stein	4	New Marshfield	4	Pomeroy	3	Spencerville	5
Marion	5	New Philadelphia	5	Port Clinton	3	St. Marys	4
Martinsville	3	New Vienna	3	Portland	3	Strasburg	4
McArthur	1	New Washington	1	Portsmouth	5	Sugarcreek	4
McComb	4	Ney	4	Port William	3	Summerfield	2
Mechanicsburg	3	North Baltimore	2	Prospect	5	Sylvania	6
Mechanicstown	2	North Eaton	5	Put-in-Bay	1	The Plains	4
Medina	4	North Georgetown	4	Radnor	4	Tiltonsville	4
Mendon	3	North Star	1	Rathbone	6	Tipp City	6
Milan	3	Norwalk	4	Rawson	4	Trotwood	6
Millersport	5	Oak Harbor	2	Red Haw	4	Troy	5
Mineral City	4	Oak Hill	3	Republic	4	Valley City	5
Minerva	6	Oberlin	6	Resaca	6	Van Buren	4
Minster	2	Ohio City	3	Richmond	4	Wadsworth	6
Monroeville	3	Ostrander	4	Richwood	1	Wakeman	3
Montpelier	3	Oxford	6	Russellville	2	Waldo	4
Montrose	6	Paris	6	Sabina	3	Warsaw	3
Morning Sun	3	Payne	2	Sardinia	3	Watertown	4
Morrill	4	Peebles	2	Savannah	4	Waverly	3

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**SERVICE AREAS****4.2 Exchange Area Rate Groups****4.2.4 Verizon Exchanges (Cont.)**

Wayne-Bradner	4	West Union	3	Wilmot	5
Wellington	5	West Unity	3	Winona	4
Wellston	3	Wharton	3	Woodstock	4
West Alexandria	3	Wilkesville	2	Yorkshire	2
Westfield Center	4	Willard	3		
West Milton	6	Williamsport	3		
Weston	4	Willshire-Wren	3		
West Salem	2	Wilmington	4		

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**EXCHANGE ACCESS SERVICE**

**5.1 General**

Exchange Access Service provides a Subscriber with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- 5.1.1 receive calls from other stations on the public switched telecommunications network;
- 5.1.2 access other services offered by the Company as set forth in this tariff;
- 5.1.3 access certain interstate and international calling services provided by the Company;
- 5.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;
- 5.1.5 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- 5.1.6 access services provided by other common carriers that purchase the Company's Switched Access Services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the subscriber's premises.

The following Exchange Access Services are offered:

- Basic Line Service
- Basic Trunk Service
- DID Trunk Service
- Basic Rate ISDN Service
- Remote Call Forwarding

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**EXCHANGE ACCESS SERVICE****5.2 Basic Line Service**

Basic Line Service provides a Subscriber with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Subscriber-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines at rates set outlined in Section 5.7. Additionally, subscribers wishing to purchase single calling features may order them from Section 5.7 Calling Features.

Each Basic Line is provided with the following standard features:

**Touch Tone**

Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Month-to-Month</u>	
	<u>Minimum</u>	<u>Maximum</u>
<b>Ameritech Exchanges</b>		
Business Line - Message Rate		
Zone B	\$17.34	\$20.08
Zone C	\$19.24	\$22.28
Zone D	\$21.62	\$25.03
Monthly Message Usage Allowance (includes 73 outgoing messages)	\$5.85	\$6.77
Charge per each additional message	\$0.08	\$0.11
<b>Cincinnati Bell Exchanges</b>		
Business Line - Flat Rate		
Zone 1	\$43.94	\$50.88
Zone 2	\$45.60	\$52.80
Zone 3	\$47.27	\$54.73

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**EXCHANGE ACCESS SERVICE****5.2 Basic Line Service**

		<u>Month-to-Month</u>	
		<u>Minimum</u>	<u>Maximum</u>
Sprint Exchanges			
Business Line			
	Zone 1	\$24.42	\$28.27
	Zone 2	\$26.37	\$30.53
	Zone 3	\$28.60	\$33.11
	Zone 4	\$30.83	\$35.70
	Zone 5	\$32.92	\$38.12
	Zone 6	\$34.96	\$40.48
	Zone 7	\$37.10	\$42.96
	Zone 8	\$39.19	\$45.38
	Zone 9	\$41.28	\$47.81
Verizon Exchanges			
Business Line			
	Zone 1	\$24.76	\$28.67
	Zone 2	\$25.60	\$29.65
	Zone 3	\$26.47	\$30.65
	Zone 4	\$27.71	\$32.08
	Zone 5	\$28.94	\$33.51
	Zone 6	\$34.16	\$39.55

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**EXCHANGE ACCESS SERVICE**

**5.3 Reserved for Future Use**

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**EXCHANGE ACCESS SERVICE****5.4 Basic Trunk Service**

Basic Trunk Service provides a Subscriber with a single, loop start, voice-grade telephonic communications channel. There are two kinds of available trunks: combination and inward-only. The combination trunks can be used either to place or receive one call at a time, and the inward-only trunks can be used to receive one call at a time. PBX Trunks are provided for connection of Subscriber-provided private branch exchanges (PBX) to the public switched telecommunications network. Additionally, Subscribers wishing to purchase single calling features may order them from Section 5.7 Calling Features.

Each Basic Trunk is provided with the following standard features:

Touch Tone

Non-recurring and monthly recurring rates per PBX Trunk apply as follows:

	<u>Month-to-Month</u>	
	<u>Minimum</u>	<u>Maximum</u>
<b>Ameritech Exchanges</b>		
Combination Trunk - Message Rate		
Zone B	\$20.86	\$24.15
Zone C	\$22.76	\$26.35
Zone D	\$25.13	\$29.10
Monthly Message Usage Allowance (includes 73 outgoing messages)	\$9.50	\$11.00
Charge per each additional message	\$0.08	\$0.10
<b>Cincinnati Bell Exchanges</b>		
Combination Trunk - Flat Rate		
Zone 1	\$57.24	\$66.28
Zone 2	\$59.14	\$68.48
Zone 3	\$61.04	\$70.68

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**EXCHANGE ACCESS SERVICE****5.4 Basic Trunk Service**

	<u>Minimum</u>	<u>Maximum</u>
Sprint Exchanges		
Combination Trunk - Flat Rate		
Zone 1	\$ 61.04	\$ 70.68
Zone 2	\$ 65.93	\$ 76.34
Zone 3	\$ 71.49	\$ 82.78
Zone 4	\$ 77.10	\$ 89.28
Zone 5	\$ 82.32	\$ 95.32
Zone 6	\$ 87.40	\$101.20
Zone 7	\$ 92.77	\$107.42
Zone 8	\$ 98.00	\$113.48
Zone 9	\$103.22	\$119.52
Verizon Exchanges		
Combination Trunk - Flat Rate		
Zone 1	\$49.40	\$57.20
Zone 2	\$49.40	\$57.20
Zone 3	\$49.40	\$57.20
Zone 4	\$49.40	\$57.20
Zone 5	\$49.40	\$57.20
Zone 6	\$49.40	\$57.20

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**EXCHANGE ACCESS SERVICE**

**5.5 Reserved for Future Use**

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**EXCHANGE ACCESS SERVICE****5.6 DID Trunk Service****5.6.1 Service Description**

DID service is an optional feature that can be purchased in conjunction with Company-provided Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Subscriber's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Digital Trunks in Section 5.4.

One DID trunk termination charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Subscriber is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group.

Termination charges are applicable for services that have a contract length greater than one month. The termination charges shall be equal to the number of months remaining in the contract multiplied by the monthly rate provided under the contract.

**5.6.2 Service Components - Ameritech Exchanges**

DID Trunk Service	Non-terminating Rate (Minimum)	Non-terminating Rate (Maximum)	Terminating Rate (Minimum)	Terminating Rate (Maximum)
Establish trunk group and first block of 20 DID Numbers	\$161.50	\$187.00	\$3.23	\$3.74
Each additional block of 20	\$51.49	\$59.62	\$3.23	\$3.74
DID trunk termination	\$152.00	\$176.00	\$19.00	\$22.00
DTMF pulsing option	N/C	N/C	N/C	N/C
MF pulsing option	N/C	N/C	N/C	N/C

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**EXCHANGE ACCESS SERVICE****5.6 DID Trunk Service****5.6.3 Service Components - Cincinnati Bell Exchanges**

DID Trunk Service	Per Line (Minimum)	Per Line (Maximum)	Per Month (Minimum)	Per Month (Maximum)
Establish trunk group and first block of 20 DID Numbers	\$197.03	\$228.14	\$3.95	\$4.58
Each additional block of 20	\$0.00	\$0.00	\$3.95	\$4.58
DID trunk termination	\$133.00	\$154.00	\$28.50	\$33.00
DTMF pulsing option	N/C	N/C	N/C	N/C
MF pulsing option	N/C	N/C	N/C	N/C

**5.6.4 Service Components - Sprint Exchanges**

DID Trunk Service	Per Line (Minimum)	Per Line (Maximum)	Per Month (Minimum)	Per Month (Maximum)
Establish trunk group and first block of 20 DID Numbers	\$47.50	\$55.00	\$3.20	\$3.71
Each additional block of 20	\$47.50	\$55.00	\$3.20	\$3.71
DID trunk termination	\$47.50	\$55.00	\$25.00	\$28.95
DTMF pulsing option	N/C	N/C	N/C	N/C
MF pulsing option	N/C	N/C	N/C	N/C

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**EXCHANGE ACCESS SERVICE****5.6 DID Trunk Service****5.6.5 Service Components - Verizon Exchanges**

Verizon Exchanges DID Trunk Service	Non-Recurring Rate (Minimum)	Non-Recurring Rate (Maximum)	Month-to-Month (Minimum)	Month-to-Month (Maximum)
Establish trunk group and first block of 10 DID Numbers	\$0.00	\$0.00	\$1.95	\$2.26
Each additional block of 10	\$0.00	\$0.00	\$1.95	\$2.26
DID trunk termination	\$0.00	\$0.00	\$14.25	\$16.50
DTMF pulsing option	N/C	N/C	N/C	N/C
MF pulsing option	N/C	N/C	N/C	N/C

For each Direct Inward Dialing trunk ordered, the following is applicable for the appropriate contract length:

- One PBX Trunk charge from Section 5.4 for each Direct Inward Dialed Trunk.
- One DID trunk termination recurring charge for each Direct Inward Dialed Trunk.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.1 Calling Features Rates - Ameritech Exchanges**

**900/976 Blocking** - This feature enables customers to restrict the 976 and 900 calls from being placed over the line.

**Call Forwarding Busy Line** - Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Don't Answer** - Allows incoming calls to be automatically routed to a pre-selected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a different number different from DID calls. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Variable** - Allows Subscriber to redirect all incoming calls to another telephone number.

**Call Return** - This feature allows customers to automatically return the last incoming call received.

**Call Waiting** - Call Waiting provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

**Caller ID Basic** - displays the telephone number of the calling party on a special display telephone or display unit on subscriber provided equipment.

**Caller ID Deluxe** - This feature enables the customer to view the calling party directory name and directory number on incoming telephone calls on a display unit. The ACR, or Anonymous Call Rejection, on this feature, allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party.

**Caller ID Block** - This feature allows the customer to prevent the transmission of their directory number on a permanent basis. This is applicable on all outgoing calls from the customer's premise.

**Caller ID Block - per call** - This feature allows the customer to prevent the transmission of their directory number by dialing a preassigned code.

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

**Repeat Dialing** - This feature, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed. If the called line is busy, a confirmation announcement is heard and the customer hangs up and a queuing process begins. For the next 30 minutes both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

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**EXCHANGE ACCESS SERVICE**

**5.7 Features**

**5.7.1 Calling Features Rates - Ameritech Exchanges (Cont.)**

**Ringmaster 1** - Customers subscribing to this feature will be able to receive calls dialed to two separate telephone numbers without having a second line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.

**Ringmaster 2** - Customers subscribing to this feature will be able to receive calls dialed to two or three separate telephone numbers without having a second or third line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.

**Three-Way Calling** - Allows the customer to add a third party to an established call without operator assistance.

**Three-Way Calling with Transfer** - Allows a Subscriber to add a third party to an existing conversation.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.2 Calling Features Rates - Ameritech Exchanges**

Calling Features Feature	Minimum	Maximum
900/976 Call Blocking	\$0.00	\$0.00
Call Forward Busy Line	\$0.57	\$0.66
Call Forwarding Don't Answer	\$0.57	\$0.66
Call Forwarding Variable	\$3.80	\$4.40
Call Return	\$3.80	\$4.40
Call Waiting	\$4.75	\$5.50
Caller ID Basic	\$6.65	\$7.70
Caller ID Deluxe	\$9.03	\$10.46
Caller ID Block	\$0.00	\$0.00
Caller ID Block - per call	\$0.00	\$0.00
Hunting	\$0.00	\$0.00
Repeat Dialing	\$3.80	\$4.40
Ringmaster 1	\$3.85	\$4.46
Ringmaster 2	\$3.76	\$4.36
Three-Way Calling	\$3.80	\$4.40

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.3 Calling Features - Cincinnati Bell Exchanges**

**900/976 Blocking** - This feature enables customers to restrict the 976 and 900 calls from being placed over the line.

**Call Forwarding Busy Line** - Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Don't Answer** - Allows incoming calls to be automatically routed to a pre-selected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a different number different from DID calls. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Variable** - Allows Subscriber to redirect all incoming calls to another telephone number.

**Call Return** - This feature allows customers to automatically return the last incoming call received.

**Call Tracing** - This feature enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Annoyance Call Bureau for further action. The customer is not provided the traced number.

**Call Waiting** - Call Waiting provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

**Caller ID Basic** - displays the telephone number of the calling party on a special display telephone or display unit on subscriber provided equipment.

**Caller ID Deluxe** - This feature enables the customer to view the calling party directory name and directory number on incoming telephone calls on a display unit. The ACR, or Anonymous Call Rejection, on this feature, allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party.

**Caller ID Block** - This feature allows the customer to prevent the transmission of their directory number on a permanent basis. This is applicable on all outgoing calls from the customer's premise.

**Caller ID Block - per call** - This feature allows the customer to prevent the transmission of their directory number by dialing a preassigned code.

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

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.3 Calling Features - Cincinnati Bell Exchanges (Cont.)**

**Repeat Dialing** - This feature, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed. If the called line is busy, a confirmation announcement is heard and the customer hangs up and a queuing process begins. For the next 30 minutes both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

**Ringmaster 1** - Customers subscribing to this feature will be able to receive calls dialed to two separate telephone numbers without having a second line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.

**Ringmaster 2** - Customers subscribing to this feature will be able to receive calls dialed to two or three separate telephone numbers without having a second or third line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.

**Selective Class of Call Screening** - This feature enables a customer to secure central office blocking of originating 1+, 101XXXX 1+, 976 and 900 service calls. Additionally, specific screening information from the originating line is sent to the operator on Company handled intraLATA calls to prevent operator-assisted calls from being billed to the subscriber's line. Information digits are also passed to long distance providers, other than the Company, to identify the line as requiring special operator handling. All local calls and calls to Company numbers such as repair service, Directory Assistance Service and public emergency service numbers such as 911 and 1+ 800 calls will be permitted from the establishment.

**Speed Calling** - Allows a Subscriber to dial from 8 to 30 selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Subscriber -changeable.

**Three-Way Calling** - Allows the customer to add a third party to an established call without operator assistance.

**Three-Way Calling with Transfer** - Allows a Subscriber to add a third party to an existing conversation.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.4 Calling Features Rates - Cincinnati Bell Exchanges**

Calling Feature: Feature	Residential (Minimum)	Business (Minimum)	Monthly (Minimum)	Monthly (Minimum)
900/976 Call Blocking			\$0.00	\$0.00
Call Forward Busy Line			\$1.90	\$2.20
Call Forwarding Don't Answer			\$1.90	\$2.20
Call Forwarding Variable			\$3.80	\$4.40
Call Return			\$2.85	\$3.30
Call Tracing			\$0.00 per month \$1.43 per successful trace	\$0.00 per month \$1.66 per successful trace
Call Waiting			\$4.75	\$5.50
Caller ID Basic			\$6.65	\$7.70
Caller ID Deluxe			\$9.98	\$11.56
Caller ID Block			\$0.00	\$0.00
Caller ID Block - per call			\$0.00	\$0.00
Hunting	\$6.18	\$7.16	\$10.45	\$12.10
Repeat Dialing			\$2.85	\$3.30
Ringmaster 1			\$2.85	\$3.30
Ringmaster 2			\$2.85	\$3.30
Selective Class of Call Screening	\$5.56	\$6.44	\$6.65	\$7.70
Speed Calling 8			\$2.85	\$3.30
Speed Calling 30			\$2.85	\$3.30
Three-Way Calling			\$2.85	\$3.30
Three-Way Calling with Transfer			\$2.85	\$3.30

\*\* The non-recurring charges listed above are in addition to any applicable service charge.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.5 Calling Features - Sprint Exchanges**

**900 Blocking** - This feature enables customers to restrict the 976 and 900 calls from being placed over the line.

**Call Forwarding Busy Line** -- Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Don't Answer** - Allows incoming calls to be automatically routed to a pre-selected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a different number different from DID calls. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Variable** - Allows Subscriber to redirect all incoming calls to another telephone number.

**Call Return** - This feature allows customers to automatically return the last incoming call received.

**Call Return Blocking** - This feature denies the customer the option of using the per-use call return feature.

**Call Waiting** - Call Waiting provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

**Caller ID Basic** - displays the telephone number of the calling party on a special display telephone or display unit on subscriber provided equipment.

**Caller ID Deluxe** - This feature enables the customer to view the calling party directory name and directory number on incoming telephone calls on a display unit. The ACR, or Anonymous Call Rejection, on this feature, allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party.

**Caller ID Block** - This feature allows the customer to prevent the transmission of their directory number on a permanent basis. This is applicable on all outgoing calls from the customer's premise.

**Caller ID Block - per call** - This feature allows the customer to prevent the transmission of their directory number by dialing a preassigned code.

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

**Remote Access to Call Forwarding Variable** - This feature provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.5 Calling Features - Sprint Exchanges (Cont.)**

**Repeat Dialing** - This feature, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed. If the called line is busy, a confirmation announcement is heard and the customer hangs up and a queuing process begins. For the next 30 minutes both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

**Speed Calling** - Allows a Subscriber to dial from 8 to 30 selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Subscriber -changeable.

**Three-Way Calling** - Allows the customer to add a third party to an established call without operator assistance.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.6 Calling Features Rates - Sprint Exchanges**

Calling Feature	Local / In-State (Minimum)	Long-Distance (Maximum)
900 Call Blocking	\$0.00	\$0.00
Call Forward Busy Line	\$1.62	\$1.88
Call Forwarding Don't Answer	\$1.62	\$1.88
Call Forwarding Variable	\$1.62	\$1.88
Call Return	\$3.09	\$3.58
Call Waiting	\$3.52	\$4.08
Caller ID Basic	\$6.18	\$7.16
Caller ID Deluxe	\$7.13	\$8.26
Caller ID Block	\$0.00	\$0.00
Caller ID Block - per call	\$0.00	\$0.00
Hunting	\$4.75	\$5.50
Remote Access to Call Forwarding Variable	\$1.62	\$1.88
Repeat Dialing	\$2.62	\$3.04
Speed Calling 8	\$1.62	\$1.88
Speed Calling 30	\$3.52	\$4.08
Three-Way Calling	\$1.62	\$1.88

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.7 Calling Features - Verizon Exchanges**

**900/976 Blocking** - This feature enables customers to restrict the 976 and 900 calls from being placed over the line.

**Call Forwarding Busy Line** -- Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Don't Answer** -- Allows incoming calls to be automatically routed to a pre-selected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a different number different from DID calls. The Subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

**Call Forwarding Variable** - Allows Subscriber to redirect all incoming calls to another telephone number.

**Call Return** - This feature allows customers to automatically return the last incoming call received.

**Call Tracing** - This feature enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Annoyance Call Bureau for further action. The customer is not provided the traced number.

**Call Waiting** - Call Waiting provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

**Caller ID Basic** - displays the telephone number of the calling party on a special display telephone or display unit on subscriber provided equipment.

**Caller ID Deluxe** - This feature enables the customer to view the calling party directory name and directory number on incoming telephone calls on a display unit. The ACR, or Anonymous Call Rejection, on this feature, allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party.

**Caller ID Block** - This feature allows the customer to prevent the transmission of their directory number on a permanent basis. This is applicable on all outgoing calls from the customer's premise.

**Caller ID Block - per call** - This feature allows the customer to prevent the transmission of their directory number by dialing a preassigned code.

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

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.7 Calling Features - Verizon Exchanges (Cont.)**

**Repeat Dialing** - This feature, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed. If the called line is busy, a confirmation announcement is heard and the customer hangs up and a queuing process begins. For the next 30 minutes both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

**Ringmaster 1** - Customers subscribing to this feature will be able to receive calls dialed to two separate telephone numbers without having a second line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.

**Ringmaster 2** - Customers subscribing to this feature will be able to receive calls dialed to two or three separate telephone numbers without having a second or third line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.

**Speed Calling** - Allows a Subscriber to dial from 8 to 30 selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Subscriber -changeable.

**Three-Way Calling** - Allows the customer to add a third party to an established call without operator assistance.

**Three-Way Calling with Transfer** - Allows a Subscriber to add a third party to an existing conversation.

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**EXCHANGE ACCESS SERVICE****5.7 Features****5.7.8 Calling Features Rates - Verizon Exchanges**

Calling Feature/Option	Rate (Minimum)	Rate (Maximum)
900/976 Call Blocking	\$0.00	\$0.00
Call Forward Busy Line	\$0.95	\$1.10
Call Forwarding Don't Answer	\$0.95	\$1.10
Call Forwarding Variable	\$0.72	\$0.84
Call Return	\$4.75	\$5.50
Call Waiting	\$2.38	\$2.76
Caller ID Basic	\$6.65	\$7.70
Caller ID Deluxe	\$7.56	\$8.76
Caller ID Block	\$0.00	\$0.00
Caller ID Block - per call	\$0.00	\$0.00
Hunting	\$10.45	\$12.10
Repeat Dialing	\$4.75	\$5.50
Ringmaster 1	\$5.70	\$6.60
Ringmaster 2	\$5.70	\$6.60
Selective Class of Call Screening	\$6.65	\$7.70
Speed Calling 8	\$0.72	\$0.84
Speed Calling 30	\$1.19	\$1.38
Three-Way Calling	\$2.62	\$3.04
Three-Way Calling with Transfer	\$2.85	\$3.30

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**EXCHANGE ACCESS SERVICE****5.8 ISDN/BRI****5.8.1 Description of Service**

ISDN BRI service provides simultaneous transmission of voice, data, and packet services on the same exchange access line. The basic channel structure for BRI is (2) 64 Kbps B channels and (1) 16 Kbps D channel. The B channels may be used to connect the subscriber's CPE to the Public Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

Each B Channel Packet Terminal will provide logical channels up to the technical capability of the serving central office. Each logical channel can carry an independent call with throughput of up to 64 Kbps. B Channel circuit switched services offer up to 64 Kbps intra-office transmission of voice or data. This option permits the subscriber to utilize either circuit voice or data transmission paths on a per call basis. Transmission on the B channel will be circuit switched at 64 Kbps within the switch and/or equipped facilities between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rated to 56 Kbps. This option includes one directory number (DN).

ISDN BRI service rates under any Term Payment Plan are exempt from CTP initiated charges for the payment period selected. Rates in effect at the time service is installed, and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the subscriber's payment period option, the subscriber may select a new payment period at current rates or revert to current rates on a month to month basis. ISDN features are priced at a per channel rate unless otherwise specified.

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**EXCHANGE ACCESS SERVICE****5.8 ISDN/BRI****5.8.2 Service Components**

The required components of ISDN BRI service will be as follows:

**Digital Service Loop**

- **BRI B Channels**
- **Integrated Service Access Feature Capability**
- **Network Access and Usage charges where applicable**

The subscriber may choose any number of channels up to (2) per Basic Rate Interface, to be active with corresponding number of services. The subscriber may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

**5.8.3 Regulations**

1. **Customer Premises Equipment (CPE) that is compatible with the ISDN BRI service interface is the responsibility of the user for provisioning.**
2. **CTP will be responsible for publishing and maintaining ISDN Interface Specifications.**
3. **CTP shall not be responsible if changes in any of the equipment, operations, or procedures of CTP utilized in the provision of ISDN BRI service render any facilities provided by the subscriber obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.**
4. **Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user.**
5. **Suspension of service is not allowed.**
6. **Busy line verification and Emergency Interrupt service is not available for ISDN BRI services.**
7. **IBS will be available where central office and outside plant facilities permit.**
8. **Each ISDN Basic Rate DSL Access Arrangement will be counted as one line in determining the application of the Service Charges and the End User Charges.**

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**EXCHANGE ACCESS SERVICE****5.8 ISDN/BRI****5.8.4 Pricing Elements - Ameritech Exchanges**

	Minimum	Maximum	Minimum	Maximum
Basic Rate ISDN Access Line	\$0.00	\$0.00	\$11.40	\$13.20
Basic Rate CO Termination	\$47.50	\$55.00	\$6.75	\$7.82
B Channel Activation - each	\$14.25	\$16.50	\$8.08	\$9.36
Flat Rate Usage	\$0.00	\$0.00	\$32.16	\$37.24

**5.8.5 Pricing Elements - Cincinnati Bell Exchanges**

	Minimum	Maximum	Minimum	Maximum
Basic Rate ISDN Access Line	\$94.05	\$108.90	\$52.25	\$60.50
B Channel Activation - each	\$24.64	\$28.54	\$24.64	\$28.54

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**EXCHANGE ACCESS SERVICE****5.8 ISDN/BRI****5.8.6 Pricing Elements - Sprint Exchanges**

	Minimum	Standard	Alternative	Maximum
Basic Rate ISDN Access Line (includes 2 B channels and 1 D channel)	\$190.00	\$220.00	\$33.25	\$38.50
Business Line			See Section 5.2	See Section 5.2

**5.8.7 Pricing Elements - Verizon Exchanges**

	Minimum	Standard	Alternative	Maximum
Basic Rate ISDN Access Line			\$61.28	\$70.96
B Channel Activation - each			\$8.55	\$9.90

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**EXCHANGE ACCESS SERVICE****5.8 ISDN/BRI****5.8.8 Available Features**

Features are available to increase the capability of IBS. Availability of features are limited to where facilities permit and may be limited by central office type and switch load. Available features are as follows:

1. Call Forwarding Busy Line - This feature automatically routes calls to a preselected number when the called line is busy.
2. Call Forwarding - Don't Answer - This feature automatically routes calls to a preselected number when the called line does not answer in a preset ringing cycle.
3. Shared Primary DN - This is a primary DN that that appears on one or more terminals.
4. Secondary-Only DN - This is a secondary DN that appears on one or more terminals, but is not the primary DN on any of those terminals.
5. Shared Secondary-Only DN - First appearance - the first appearance of a secondary DN that appears on more than one terminal but is not the primary DN on any of those terminals.
6. Shared Non-ISDN DN - This feature allows call coverage for an analog set.

**5.8.9 Available Features Pricing Element - Ameritech Exchanges**

Available Features	ISDN Only (Minimum)	ISDN Only (Maximum)	Non-ISDN (Minimum)	Non-ISDN (Maximum)
Call Forwarding Busy Line	\$0.00	\$0.00	\$0.57	\$0.66
Call Forwarding Don't Answer	\$0.00	\$0.00	\$0.57	\$0.66
Additional DNs	\$4.75	\$5.50	\$1.90	\$2.20

\*Note: a maximum of 2 DNs are allowed.

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**EXCHANGE ACCESS SERVICE****5.8 ISDN/BRI****5.8.10 Available Features Pricing Element - Cincinnati Bell Exchanges**

Available Feature	Local Residential Minimum	Long Distance Minimum	Local Business Minimum	Long Distance Business Minimum
Additional DNs	\$0.00	\$0.00	\$4.94	\$5.72

\*Note a maximum of 2 DNs are allowed.

**5.8.11 Available Features Pricing Element - Sprint Exchanges**

Available Feature	Local Residential Minimum	Long Distance Minimum	Local Business Minimum	Long Distance Business Minimum
Call Forwarding (includes call forward busy and call forward don't answer)	\$0.00	\$0.00	\$2.85	\$3.30
Additional DNs	\$0.00	\$0.00	\$1.90	\$2.20

\*Note: a maximum of 2 DNs are allowed.

**5.8.12 Available Features Pricing Element - Verizon Exchanges**

Available Feature	Local Residential Minimum	Long Distance Minimum	Local Business Minimum	Long Distance Business Minimum
Additional DNs	\$0.00	\$0.00	\$0.38	\$0.44

\*Note: a maximum of 2 DNs are allowed.

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**EXCHANGE ACCESS SERVICE**

**5.9 Reserved for Future Use**

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**EXCHANGE ACCESS SERVICE**

**5.10 Reserved for Future Use**

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Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

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**EXCHANGE ACCESS SERVICE**

**5.11 Remote Call Forwarding**

**5.11.1 Description of Service**

Remote Call Forwarding allows calls made to a telephone number to be automatically forwarded to a different telephone number, which may be a local, toll number, or 800 number. There is no telephone equipment at the Remote Call Forwarding location, instead, the forwarding occurs in the Central Office.

Transmission of service and receipt of calls will not be guaranteed for calls forwarded to data or fax service. The end user must subscribe to a sufficient number of Remote Call Forwarding features and facilities to adequately handle calls without interference or impairment to any Company offered service. The Remote Call Forwarding number has one access path, which allows only one call at a time to be forwarded. Additional access paths are necessary to allow for the transmission of two or more simultaneous calls to the terminating location, with each path allowing one call. The line is not released when a call is forwarded.

The calling party is responsible for any charges between the originating location and the Remote Call Forwarding telephone number. The Remote Call Forwarding customer is responsible for the charges between the Remote Call Forwarding telephone number and the terminating station.

Subscribers to Remote Call Forwarding will receive one free directory listing. Additional listings may be provided pursuant to Section 6.1.

The following non-recurring and monthly recurring charges are for Remote Call Forwarding only and are in addition to applicable charges for service and equipment for which they were used. Service charges are also applicable to this service.

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**EXCHANGE ACCESS SERVICE****5.11 Remote Call Forwarding****5.11.2 Service Components - Ameritech Exchanges**

Service Description	Non-Recurring (Minimum)	Non-Recurring (Minimum)	Monthly Recurring (Minimum)	Monthly Recurring (Maximum)
Initial Installation:				
Remote Call Forwarding - initial	\$28.50	\$33.00	\$16.53	\$19.14
Remote Call Forwarding - additional	\$28.50	\$33.00	\$14.25	\$16.50

**5.11.3 Service Components - Cincinnati Bell Exchanges**

Service Description	Non-Recurring (Minimum)	Non-Recurring (Minimum)	Monthly Recurring (Minimum)	Monthly Recurring (Maximum)
Initial Installation:				
Remote Call Forwarding - initial	\$28.50	\$33.00	\$15.20	\$17.60
Remote Call Forwarding - additional	\$28.50	\$33.00	\$15.20	\$17.60

**5.11.4 Service Components - Sprint Exchanges**

Service Description	Non-Recurring (Minimum)	Non-Recurring (Minimum)	Monthly Recurring (Minimum)	Monthly Recurring (Maximum)
Initial Installation:				
Remote Call Forwarding - initial	\$28.50	\$33.00	\$18.48	\$21.40
Remote Call Forwarding - additional	\$28.50	\$33.00	\$18.48	\$21.40

**5.11.5 Service Components - Verizon Exchanges**

Service Description	Non-Recurring (Minimum)	Non-Recurring (Minimum)	Monthly Recurring (Minimum)	Monthly Recurring (Maximum)
Initial Installation:				
Remote Call Forwarding - initial	\$0.00	\$0.00	\$17.10	\$19.80
Remote Call Forwarding - additional	\$0.00	\$0.00	\$17.10	\$19.80

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**EXCHANGE ACCESS OPTIONAL FEATURES****6.1 Directory Listings**

For each Subscriber of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Subscriber's main billing telephone number<sup>1</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Subscriber's option, the Company will arrange for additional listings at the following rates:

**Rates**

	<b><u>Monthly Recurring</u></b>	
	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Each Additional Listing:	\$ 3.50	\$4.06
Each Foreign Listing:	\$ 3.50	\$4.06
Non-Listed:	\$ 1.96	\$2.27
Non-Published:	\$ 1.96	\$2.27

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<sup>1</sup> For Subscribers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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**EXCHANGE ACCESS OPTIONAL FEATURES**

**6.2 Reserved for Future Use**

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**EXCHANGE ACCESS OPTIONAL FEATURES****6.3 Vanity Number Service**

Vanity Number Service is an optional feature by which a new Subscriber may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a Subscriber requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to Subscribers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity Number.

**Rates**

	<b><u>Non-Recurring</u></b>	
	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Per Vanity Number:	\$38.00	\$44.00

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**RESERVED FOR FUTURE USE**

**7.1 Reserved for Future Use**

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**RESERVED FOR FUTURE USE**

**8.1 Reserved for Future Use**

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**MISCELLANEOUS SERVICES****9.1 Operator Services**

An outsourced provider will provide operator Handled Calling Services to a Subscriber and Users of Company-provided Exchange Access Services.

**9.2 Service Implementation**

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

The Line Connection Charge is applicable for establishing new lines, trunks, or ISDN services. The Initial Line Connection Charge is applicable if the customer is only ordering one line, or for the first line in an order that has more than one line. The Additional Line Connection Charge is applicable for each additional line after the first line in a single order.

The Line Change Charge is applicable for when a customer requests a phone number change, service restored after suspension for non-pay, and directional changes. The initial charge is applicable if the customer is only requesting changes on one line, or for the first line in an order that has more than one line. The additional charges is for each additional line after the first line in a single order.

The Subsequent Order Charge is applicable for adding or rearranging features, and for rearranging or adding wiring or jacks. This is in addition to any applicable work charges. This charge is not applicable if the customer is already receiving an initial or additional Line Connection Charge for the order.

<u>Rates</u>	<u>Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>
Line Connection Charge - Initial	\$55.50	\$64.27
Line Connection Charge - Additional	\$29.50	\$34.16
Line Change Charge - Initial	\$44.65	\$51.70
Line Change Charge - Additional	\$14.25	\$16.50
Subsequent Order Charge	\$22.80	\$26.40

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**MISCELLANEOUS SERVICES****9.3 Restoration of Service**

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

**Rates**

	<b><u>Non-Recurring</u></b>	
	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Per occasion	\$44.65	\$51.70

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**SPECIAL ARRANGEMENTS**

**10.1 Special Construction**

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:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

**10.2 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 Subscriber.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
  - (1) Cost installed of the facilities provided including estimated costs for rearrangements 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;
    - (e) license preparation, processing, and related fees;
    - (f) tariff preparation, processing, and related fees;
    - (g) cost of removal and restoration, where appropriate; and
    - (h) any other identifiable costs related to the specially constructed or rearranged facilities.

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**SPECIAL ARRANGEMENTS**

**10.2 Termination Liability (Cont.)**

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.2 (B)(1) above, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.2 (B)(1) above, shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**10.3 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Subscriber or prospective Subscriber to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Subscriber in writing and on a non-discriminatory basis.

**10.4 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Subscribers to a service not previously received by the Subscribers.

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**Cinergy Telecommunications Networks - Ohio, Inc.**

1419 W. Lloyd Expressway  
Evansville, IN 47710  
(800) 880-8704

**TITLE SHEET**

**OHIO INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

Filed with the

**PUBLIC UTILITIES COMMISSION OF OHIO**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Cinergy Telecommunications Networks - Ohio, Inc. within the State of Ohio.

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**CHECK SHEET**

The Title Page and Pages 1 to 39, inclusive, of this tariff are 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 thereon except as otherwise noted.

<u>PAGE</u>	<u>VERSION</u>	<u>PAGE</u>	<u>VERSION</u>
1	Original *	21	Original *
2	Original *	22	Original *
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6	Original *	26	Original *
7	Original *	27	Original *
8	Original *	28	Original *
9	Original *	29	Original *
10	Original *	30	Original *
11	Original *	31	Original *
12	Original *	32	Original *
13	Original *	33	Original *
14	Original *	34	Original *
15	Original *	35	Original *
16	Original *	36	Original *
17	Original *	37	Original *
18	Original *	38	Original *
19	Original *	39	Original *
20	Original *		

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## TARIFF FORMAT

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

**Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with Public Utilities Commission of Ohio. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14

**Explanation of Symbols** - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (T) - To signify a change in text, but no change in rate or regulation.

**Check Sheets** - When a tariff filing is made with the Public Utilities Commission of Ohio, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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## SECTION 1 - TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a Company designated switching center or point of presence.

**Aggregator** - Any person or entity, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**CTC** - Refers to Cinergy Telecommunications Networks - Ohio, Inc., unless otherwise stated.

**Customer or End User** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** - Cinergy Telecommunications Networks - Ohio, Inc. unless otherwise clearly indicated by the context.

**Debit Account** - An account that consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers pre-subscribe their telephone line(s) to their preferred interLATA carrier.

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**SECTION 1 - TERMS AND ABBREVIATIONS, CONT.**

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

**Personal Account Code** - A numeric or alpha-numeric sequence unique to each Travel Card or Debit Card.

**P.U.C.O.** - the Public Utilities Commission of Ohio.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein/

**Special Access Origination/Termination** - Where access between the customer and the inter-exchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

**Switched Access Origination/Termination** - Where access between the customer and the inter-exchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business access line. The cost of switched Feature Group access is billed to the inter-exchange carrier.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company services and facilities are furnished for communications originating at specified points within the state of Ohio under the terms of this Tariff.

The Company installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. The Company may act as the subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the subscriber, to allow connection of a subscriber's location to the Company's point of presence.

The Company's services are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours per day.

### 2.2 Service Limitations and Conditions

- 2.2.1 Pre-subscribed service is offered in Equal Access areas only. Travel service is available from all areas.
- 2.2.2 Service is offered subject to the availability of the necessary facilities, equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.3 Assignments and Transfers**

- 2.3.1** All services and facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of services or facilities without the express written consent of the Company.
- 2.3.2** Prior written permission from the Company is required before any assignment or transfer.
- 2.3.3** Assignments or transfers shall only apply where there is no interruption of the use or location of the services or facilities.
- 2.3.4** All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.4 Use**

- 2.4.1** Services provided under this tariff may be used only for transmission of communications by Customers in a manner consistent with the terms of this tariff and regulations of the FCC and all state and local authorities having jurisdiction over the services.
- 2.4.2** Services provided under this tariff shall not be used for unlawful purposes.
- 2.4.3** The use of the Company's services by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.5 Liabilities of Company**

- 2.5.1** Unless otherwise stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, or privileges contemplated in this tariff.
- 2.5.2** The liability of the Company, if any, 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-provided equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.3** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.5 Liabilities of Company, cont.**

- 2.5.4** The Company is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any local exchange carrier. Should the Company employ the service of any other common carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.5.5** The Company shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim or loss, liability, expense, or damage (including indirect, special or consequential damage), and reasonable attorney's fees, due to claims for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.6** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of debit cards or personal account codes issued for use with the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.5 Liabilities of Company, cont.**

**2.5.8** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a debit account provided to a Customer before or after the expiration date assigned to each debit account.

**2.5.9** The Company makes no warranty, whether express, implied or statutory, including without limitation warranties of description, quality, merchantability, completeness or fitness for a particular purpose, or as to any other matter, all of which warranties by the Company are hereby excluded and disclaimed.

**2.6 Deposits and Advance Payments**

The Company does not require deposits or advance payments.

**2.7 Taxes, Surcharges, and Utility Fees**

**2.7.1** The Customer will be billed for and is liable for payment of all federal excise taxes, state and local sales taxes, including but not limited to gross receipts tax, sales tax, and municipal utilities tax, use taxes, surcharges, assessments and similar liabilities chargeable to or against the Company as a result of the provision of the Company's services, in addition to the post-paid service rates indicated in this tariff. Taxes or surcharges may be passed through to customers of a taxing jurisdiction on a prorated basis such that the total of all such charges aggregated among all customers in the taxing jurisdiction shall approximately equal the total amount of tax due in that jurisdiction.

**2.7.2** The Customer's installation, tax-like charges, charges, surcharges, and any other fees, including but not limited to the Universal Service Fund, Lifeline Assistance Charges, Presubscribed Interexchange Carrier Charges (both PIC and PICC), Pay Telephone Compensation Charges and any other local, state, or federally charged or imposed or authorized fees, charges and surcharges (collectively referred to as "Charges") are not built into the Company's rates, and therefore will be included on Customer's invoice.

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**SECTION 2 - RULES AND REGULATIONS, CONT.****2.8 Payment for Service**

In addition to the terms for payment of service as set out below, the terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of the applicable regulatory agencies, including the P.U.C.O.

- 2.8.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a debit card as a form of payment regardless of the purchaser of the card or the originating location of the call; accepted at the Customer's number(s); billed to the Customer's number(s) via Third Number Billing if the Customer is found to be responsible for such call or service; the use of a calling card; the use of a Company assigned special billing number; or incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his, her or its communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all costs incurred as a result of the use of facilities and services originated or charges accepted at the Customer's service point, including calls in which the Customer did individually authorize and calls which the Customer did not individually authorize.
- 2.8.2** Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.
- 2.8.3** Payments for service provided in association with Company-issued debit accounts must be received by the Company or its authorized agent prior to the activation of the Customer's debit account. The Customer shall be responsible for all calls placed via the debit account as the result of the Customer's intentional or negligent disclosure of their personal account code.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.8 Payment for Service, cont.**

**2.8.4** The Customer shall remit payment of all charges to the Company or any agency authorized by the Company to receive such payment.

**2.8.5** All applicable taxes will be billed to the Customer unless the Customer can demonstrate to the Company's satisfaction that the Customer is collecting the applicable taxes from its customers.

**2.8.6** All bills are due and payable by the Customer upon receipt. If the bill is not paid within thirty (30) calendar days following the date of the bill, the account will be considered delinquent. Interest at the lesser of (1) the rate of one and one-half (1.5%) per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount (excluding prior penalty amounts) commencing thirty (30) days after the date of the bill for the amount first sent.

**2.8.7** Failure to receive a bill will not exempt a Customer from prompt payment of any sums due the Company.

**2.8.8** If a Customer has accumulated undisputed delinquent charges, the company reserves the right not to honor that Customer's request for a change in service, including a request for RESPOG (800 Responsible Organization) change, until such disputed charges are paid in full.

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**SECTION 2 - RULES AND REGULATIONS, CONT.****2.8 Payment for Service, cont.**

- 2.8.9** If the Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, the Company shall apply a service charge of \$25.00. Any item submitted for direct payment (ACH) for which there are insufficient funds, shall be subject to a service charge of \$25.00.
- 2.8.10** Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, or limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.
- 2.8.11** In the event the Company incurs fees or expenses, including attorney's fees, accounting fees, collecting fees, or any other charges owned to the Company in regard to the Customer's service, the Company may charge the Customer all such fees and expenses reasonably incurred, including a late fee on the unpaid charges. Customer is also responsible for the recovery cost of Company provided equipment and any expenses required for repair or replacement of damaged equipment.
- 2.8.12** When local exchange telephone companies, credit card companies or others perform billing functions on behalf of the Company, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the billed party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the billed party has the option to pursue the matter with the appropriate Commission and/or the FCC.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.9 Interconnection with other Carriers**

- 2.9.1** The Company reserves the right to interconnect its services with those of any other common carrier, local exchange carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier.
- 2.9.2** The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service.
- 2.9.3** Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.10 Terminal Equipment**

- 2.10.1** The Company's facilities and service may be used with or terminated in Customer-provided equipment, such as a PBX, key system or single line telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his, her or its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.
- 2.9.2** The Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's service(s).

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.10 Terminal Equipment, cont.**

**2.10.3** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, its Authorized Users, or others, or by improper use of equipment provided by the Customer, its Authorized Users, or others.

**2.10.4** The Customer must pay for the loss through theft, fire, flood, cable cuts or other catastrophes to any of the Company's equipment installed at the Customer's premises.

**2.11 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.12 Cancellation by Customer**

Service may be cancelled by the Company promptly upon receipt of a cancellation request from the Customer. This request does not need to be in any particular form. Upon cancellation a final bill will be prepared. Customers will be informed to use access codes from other carriers in order to avoid additional charges by the Company until a primary inter-exchange carrier order is processed by the local exchange company.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Refusal or Discontinuance of Service by the Company**

The Company expressly retains the right to refuse or discontinue service without incurring any liability for any of the following reasons, provided that, unless otherwise stated, the Customer shall be given 7 days notice to comply with any rule or remedy any deficiency:

- 2.13.1** For nonpayment of any sum due the Company, provided that suspension or termination of service shall not be made without seven days written notice, except in extreme cases. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address.
- 2.13.2** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.3** For use of telephone service for any property or purpose other than that described in the application.
- 2.13.4** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.13.5** For noncompliance with or violation of Commission regulation or Company rules or regulation on file with the Commission, provided ten (10) days' written notice is given before termination.
- 2.13.6** Without notice, for Customer's or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or service to others.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13 Refusal or Discontinuance of Service by the Company, cont.**

- 2.13.7** Without notice, in the event anyone tampers with any of the Company's equipment or services installed at or provided to Customer's premises.
- 2.13.8** In the event of any unauthorized or fraudulent use of service, service may be disconnected with notice. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate future illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.13.9** With notice, in the event any order or decision of a court or other government authority having jurisdiction which prohibits the Company or Carrier from furnishing such services.
- 2.13.11** Service may be denied for failure to pay a previously owed bill by the same Customer at another location. After service is established, service may be discontinued upon ten (10) days' notice if it is determined that the Customer previously failed to pay a bill for another location.
- 2.13.12** Service may be denied for failure to post a required deposit or advance payment.
- 2.13.13** For failure of the Customer to make proper application of service.
- 2.13.14** For Customer's breach of the contract for service between the Company and the Aggregator.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.14 Customer's Liability in the Event of Refusal or Discontinuance of Service**

In the event the Company disconnects a Customer's service for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer's request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following refusal or discontinuance of service by the Company, the Customer shall pay to the Company prior to the time service is re-instituted, all accrued and unpaid charges and a new connection fee.

**2.16 Inspection, Testing and Adjustment**

**2.16.1** Upon reasonable notice, the services provided by the Company shall be made available to the Company for inspection, tests, and adjustments as may be deemed necessary by the Company for maintenance.

**2.16.2** No interruption allowance will be granted for the time during which such inspection, tests, and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.

**2.17 Tests, Pilots, Promotional Campaigns and Contests**

**2.17.1** The Company, with proper notice to the Commission, may conduct special tests, pilot programs, promotional campaigns and contest to demonstrate the ease of use, quality of service, and to promote the sale of Company services.

**2.17.2** The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company.

**2.17.3** From time to time, the Company may waive all processing fees for a Customer.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.18 Reservation of "800" Numbers**

**2.18.1** The Company will make every effort to reserve "800" vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.18.2** If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Responsible Organization (Resp. Org.) change, until such disputed charges are paid in full.

**2.19 Bill Format**

The Company's monthly bill to each customer consists of a billing summary of current charges, previous balance due and payments received and call detail pages. The bill includes the Company's name, address and toll-free telephone number.

**2.20 Responsibilities of Aggregators**

**2.20.1** The Company will ensure that tent cards and /or stickers are placed near or on the telephone equipment used to access service. Rate information will be made available to Authorized Users by means of a toll free 800 number that will be displayed on the tent cards and /or stickers.

**2.20.2** Aggregators must ensure that each of its telephones pre-subscribed to the Company allows the Authorized User to use "800", "950" and "10XXX" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.20 Responsibilities of Aggregators, cont.**

**2.20.3** The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if the Company reasonably believes that the Aggregator (i) is blocking access by means of "950", "800" or "10XXX" numbers to intrastate common carriers in violation of any state or federal law or regulation; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the Commission may prescribe.

**2.20.4** Neither the Company nor its Aggregators shall deviate from the rates as set forth in this tariff, or from the regulations applicable to the Company's Operator Services as set forth herein.

**2.20.5** Access to the local exchange carrier's operators will not be blocked or otherwise intercepted. Specifically, all "0-" calls (when a caller dials zero without any following digits or actions) will be directed to the local exchange carrier operators. In equal access areas, "0+" intraLata calls will not be intercepted or blocked. In non-equal access areas, "0-" calls will not be blocked or intercepted; however, "0+" calls may be intercepted.

**2.20.6** Any Aggregator found to be in violation of subsections 2.20.2, 2.20.3, 2.20.4 or 2.20.5 above, shall be subject to immediate termination of service after 20 days written notice to the Aggregator by the Company.

**2.21 Other Rules**

The Company may temporarily suspend service without notice to the Customer by blocking traffic to certain cities or NXX exchanges or by blocking calls using certain personal account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 General

The Company offers direct dialed (1+) and 800 services over switched and dedicated facilities, operator services, travel card and debit card services to its Customers under the terms of this tariff. Rates for these services vary by product.

#### 3.2 Timing of Calls

- 3.2.1 For direct dialed and operator station calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For person-to-person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 The initial and additional timing periods for billing purposes are specified on a per-product basis below in this tariff.
- 3.2.4 There is no billing applied for incomplete calls.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.3 Rate Periods and Holidays**

For time-of-day sensitive services, the following rate periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING/HOLIDAY/WEEKEND RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT RATE PERIOD						

	MON	TUES	WED	THUR	FRI	SAT	SUN
7:00 AM TO 7:00 PM*	PEAK RATE PERIOD						
7:00 PM TO 7:00 AM*	OFF-PEAK RATE PERIOD						

\* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.3 Rate Periods and Holidays, cont.**

For services subject to holiday discounts, the evening rate period rates apply on the following Company recognized holidays, unless a lower rate would normally apply:

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.5 Messages Placed by Hearing and/or Speech Impaired Persons**

For purposes of this Tariff, the definition of impaired refers to those persons with communication impediments, including those hearing impaired, deaf, deaf/blind, or 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 ("TDD").

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, are eligible to receive a discount off their message toll service rates and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired, are eligible to receive a discount off message toll service rates.

Upon receipt of the appropriate application, certification, or verification, intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

Message toll service calls placed through the Telephone Relay Service ("TRS") are eligible to receive a discount off the message toll service rates. For intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice non-relay calls. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.6 Emergency Services Calling Plan**

Message toll telephone calls to the Ohio State Highway Patrol and to governmental emergency service agencies, as set forth in 3.6.1, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the areas from which the call was made, as set forth in Section 3.6.2, are offered at no charge to customers.

3.6.1 Ohio State Highway Patrol, governmental fire fighting, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attend (live) 24 hour basis, 365 days a year, including holidays.

3.6.2 An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for the emergency.

**3.7 Operator Services**

Operator Services as provided by the Company includes live operator and/or automated operator functions, for the purpose of assisting in the processing of telephone services such as: long distance via collect calls, calling card calls, person to person calls, and third party billed calls. In addition to the per minute usage rates, applicable per call service charges and operator assisted charges are billed for the completed phone call.

The Company operator will identify to the Authorized User the identity of the Company at least once during every call before any charges are incurred and will provide information regarding the Company's rates for said call upon request by the caller. The Company will not accept calling cards for billing purposes if the Company is unable to validate the card.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.8 Standard Business Service**

Standard Business Service is available to business customers for outbound calling between any two intrastate locations within Ohio. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Rates are not time-of-day sensitive or mileage sensitive.

Rates are based on the Customer's estimated monthly billing. Should the Customer not meet the monthly estimated usage for an extended period of time, the Company and the Customer will determine whether Customer has subscribed to the plan most suitable to their calling pattern. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

**3.9 Dedicated Service**

Dedicated Service is designed for business customers for outbound calling. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds. Rates are based on the Customer's estimated monthly billing. Should the Customer not meet the monthly estimated usage for an extended period of time, the Company and the Customer will determine whether this is Customer has subscribed to the plan most suitable to their calling pattern. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met. No minimum commitment is required. Calls originate from Customer-provided dedicated access lines and are neither time of day nor mileage sensitive.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.10 Switched 800 Service**

Switched 800 Service is available to Customer for incoming calls. Switched 800 Service is provided for Business. Calls originate from any Mainland U.S. location over an 800 number and terminate to a Customer-provided business switched access line. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute. Calls are neither time of day nor mileage sensitive.

Rates are based on the Customer's estimated monthly billing. Should the Customer not meet the monthly estimated usage for an extended period of time, the Company and the Customer will determine whether Customer has subscribed to the plan most suitable to their calling pattern. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met. A monthly service charge applies per 800 number.

**3.11 Dedicated 800 Service**

Dedicated 800 Service is available to business Customers for incoming calls. Calls originate from any Mainland U.S. location over an 800 number and terminate to a Customer-provided business dedicated access line. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute. Calls are neither time of day nor mileage sensitive. No minimum commitment is required.

Rates are based on the Customer's estimated monthly billing. Should the Customer not meet the monthly estimated usage for an extended period of time, the Company and the Customer will determine whether Customer has subscribed to the plan most suitable to their calling pattern. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met. A monthly service charge applies per 800 number.

**3.12 Travel Card Service**

The Company's Travel Card Service is a special travel feature whereby a Company customer may access the network by dialing an 800 number, followed by the terminating telephone number and personal identification number. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next full minute increments for billing purposes. The service includes a maximum per call surcharge of \$0.50

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.13 Debit Card Service**

**3.13.1 Debit Card Service I**

Debit Card Service I is a debit card service available to Customers for placing calls while away from home or office. Debit card accounts maintain a balance that is depleted on a real-time basis as calls are placed. Calls are originated by dialing the 800 access number printed on the card followed by an account identification number and personal identification number. Calls may originate from standard business or pay telephone access lines. The minimum call duration for billing purposes is one (1) unit. One (1) unit equals one (1) intrastate minute. Additional usage is measured and rounded to the next full unit increments for billing purposes. All calls must be charged against a Company debit card that has sufficient Available Usage Balance.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one (1) unit before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to recharge the Company debit card number in order to continue the call. The Company will terminate calls in progress if the balance on the Company debit card is insufficient to continue the call and the Customer fails to recharge the card number.

Payment for the Company debit card and any available usage in a customer's debit account is non-refundable.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.13 Debit Card Service, (cont.)****3.13.1 Debit Card Service I, (cont.)**

The Company can exclude: 700 number calls, 800 number calls, 900 number calls. The Company does exclude: air to ground service, calls requiring the quotation of time and charges, and high seas service.

Debit Card Service I cards are available in various unit and dollar denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Unlike a deposit or advance payment, the debit card account balance is not held against future payment, as all service is available for immediate consumption. The per unit rate is inclusive of all federal excise taxes. Discounts apply to initial orders only. FCC imposed or authorized charge(s) or surcharge(s) on payphone calls will be debited from the Company debit card in addition to per unit charges.

**3.13.2 Debit Card Service II**

Debit Card Service II is a debit card service available to organizations or commercial entities (Sponsors) for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for name, service mark or other image on the card. The Company reserves the right to approve or reject any image on the card and to specify the Customer information, language and use of the Company's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be rechargeable.

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Issued: June 14, 2001

Effective:

Issued By:

John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.13 Debit Card Service, (cont.)****3.13.2 Debit Card Service II , (cont.)**

Calls are originated by dialing the 800 access number printed on the card, followed by an account identification number and personal identification number. Calls may originate from standard business or pay telephone access lines and may terminate to any interstate or intrastate location. The minimum call duration for billing purposes is one (1) unit. One (1) unit equals one (1) intrastate minute. Additional usage is measured and rounded to the next full unit increments for billing purposes. This service is available twenty-four (24) hours a day, seven (7) days per week. The number of available cards is subject to technical limitations. Cards will be offered to Customers on a first come, first served basis.

All calls must be charged against a Company debit card that has sufficient available balance. The Company will terminate calls in progress if the balance on the Company debit card is insufficient to continue the call and the Customer fails to recharge the card number. Payment for the Company debit card and any Available Usage Balance in a Customer's debit account is non-refundable.

The Company can exclude: 700 numbers calls, 800 numbers calls, and 900 numbers calls. The Company does exclude: air to ground service, calls requiring the quotation of time and charges, and high seas service.

Debit Card Service II cards are available in various unit and dollar denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Any unused balances may be applied toward any replenishment amount. Unlike a deposit or advance payment, the debit card account balance is not held against future payment, as all service is available for immediate consumption. The per unit rate is inclusive of all applicable federal excise taxes. FCC imposed or authorized charge(s) or surcharge(s) on payphone calls will be debited from the Company debit card in addition to per unit charges.

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1419 W. Lloyd Expressway  
Evansville, IN 47710

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.14 Directory Assistance**

Directory Assistance is available to Customers for all non-debit card services listed above. Directory Assistance charges applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

**3.15 (Reserved for Future Use)**

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Effective:

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John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

## **SECTION 4 - RATES**

### **4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.4 of this tariff. Duration of each call is measured as described in Section 3.2 and 3.3.

Switched services rates may vary by product, call type, mileage, time of day and day of week. Usage charges apply to all calls and are based on the duration of the call. Operator service charges apply on a per-call basis based on the type of call made.

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Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

**SECTION 4 - RATES, CONT.****4.2 Operator Service Rates****4.2.1 Intrastate Operator Services Rates**

Mileage	Day		Evening/Weekend		Night	
	1 <sup>st</sup> Minute	Additional Minute	1 <sup>st</sup> Minute	Additional Minute	1 <sup>st</sup> Minute	Additional Minute
1-10	\$0.22	\$0.22	\$0.17	\$0.17	\$0.135	\$0.135
11-16	\$0.22	\$0.22	\$0.17	\$0.17	\$0.135	\$0.135
17-22	\$0.22	\$0.22	\$0.17	\$0.17	\$0.14	\$0.14
23-30	\$0.22	\$0.22	\$0.17	\$0.17	\$0.14	\$0.14
31-55	\$0.27	\$0.27	\$0.21	\$0.21	\$0.17	\$0.17
56-85	\$0.31	\$0.31	\$0.25	\$0.25	\$0.20	\$0.20
86-124	\$0.31	\$0.31	\$0.26	\$0.26	\$0.21	\$0.21
125-196	\$0.32	\$0.32	\$0.27	\$0.27	\$0.21	\$0.21
197-292	\$0.36	\$0.36	\$0.30	\$0.30	\$0.22	\$0.22
293+	\$0.36	\$0.36	\$0.30	\$0.30	\$0.22	\$0.22

**4.2.2 Operator Handling and Billing Charges**

	<u>Auto</u>	<u>Live</u>
Calling Card	\$1.00	\$2.25
Collect	\$2.25	\$2.25
Person-to-Person	N/A	\$4.90
Third Party Billed	N/A	\$2.35
Operator Dialed Surcharge	\$0.85	\$1.15

Issued: June 14, 2001

Effective:

Issued By:

John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

**SECTION 4 - RATES, CONT.****4.3 Standard Business Rates**

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$250.00	\$0.179
\$ 250.01- 500.00	\$0.175
\$ 500.01- 750.00	\$0.169
\$ 750.01-1000.00	\$0.165
\$1000.01-1500.00	\$0.159
\$1500.01-1750.00	\$0.155
\$1750.01-2000.00	\$0.149
\$2000.01-2250.00	\$0.145
\$2250.01-2500.00	\$0.139
\$2500.01-2750.00	\$0.135
\$2750.01-3000.00	\$0.129
Greater than \$3000.01	\$0.125

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Issued: June 14, 2001

Effective:

Issued By:

John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710



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**SECTION 4 - RATES, CONT.****4.4 Dedicated Service Rates**

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$2000.00	\$0.1350
2000.01-2500.00	\$0.1290
2500.01-3000.00	\$0.1250
3000.01-3500.00	\$0.1190
3500.01-4000.00	\$0.1150
4000.01-4500.00	\$0.1090
4500.00-5000.00	\$0.1075
5000.01-5500.00	\$0.1050
5500.01-6000.00	\$0.1025
Greater than 6000.00	\$0.0990

**4.5 Switched 800 Service Rates**

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$250.00	\$0.185
\$ 250.01- 500.00	\$0.179
\$ 500.01- 750.00	\$0.175
\$ 750.01-1000.00	\$0.169
\$1000.01-1500.00	\$0.165
\$1500.01-1750.00	\$0.159
\$1750.01-2000.00	\$0.155
\$2000.01-2250.00	\$0.149
\$2250.01-2500.00	\$0.145
\$2500.01-2750.00	\$0.139
\$2750.01-3000.00	\$0.135
Greater than \$3000.01	\$0.129

Maximum Monthly Service Charge: \$5.00 Per 800 Number

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Issued: June 14, 2001

Effective:

Issued By: John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

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**SECTION 4 - RATES, CONT.****4.6 Dedicated 800 Service Rates**

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$2000.00	\$0.1390
2000.01-2500.00	\$0.1350
2500.01-3000.00	\$0.1290
3000.01-3500.00	\$0.1250
3500.01-4000.00	\$0.1190
4000.01-4500.00	\$0.1150
4500.00-5000.00	\$0.1125
5000.01-5500.00	\$0.1090
5500.01-6000.00	\$0.1075
Greater than 6000.00	\$0.1050

Maximum Monthly Service Charge: \$20.00 per 800 number

**4.7 Travel Card Service Rates**

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$50.00	\$0.20
\$50.00 - \$100.00	\$0.19
Greater than \$100.00	\$0.18

Per call surcharge: \$0.25

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Issued: June 14, 2001

Effective:

Issued By:

John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

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**SECTION 4 - RATES, CONT.****4.8 Debit Card Service Rates****4.8.1 Debit Card Service I**

<u>Number of Cards Ordered</u>	<u>Per Unit Charge</u>
0 - 5	\$0.500
6 - 25	\$0.400
26 - 50	\$0.350
51 - 100	\$0.330
101 - 150	\$0.300
151 - 200	\$0.250
201 - 250	\$0.220
251 - 300	\$0.210
More than 300	\$0.200

Maximum Per Call Surcharge: \$0.50

**4.8.2 Debit Card Service II**

<u>Number of Minutes Ordered</u>	<u>Per Unit Charge</u>
Less than 25,000	\$0.199
25,000 - 50,000	\$0.189
50,001 - 100,000	\$0.179
100,001 - 200,000	\$0.175
200,001 - 300,000	\$0.169
300,001 - 400,000	\$0.165
400,001 - 500,000	\$0.159
500,001 - 600,000	\$0.155
600,001 - 700,000	\$0.149
700,001 - 800,000	\$0.139
Greater than 800,000	\$0.129

Maximum Per Call Surcharge: \$0.50

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Issued: June 14, 2001

Effective:

Issued By:

John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

---

**SECTION 4 - RATES, CONT.**

**4.9 Directory Assistance**

Per Call  
Directory Assistance Charge:        \$1.15

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Issued: June 14, 2001

Effective:

Issued By:        John P. Cinelli, President  
Cinergy Telecommunications Networks - Ohio, Inc.  
1419 W. Lloyd Expressway  
Evansville, IN 47710

## **EXHIBIT 2**



STATE OF OHIO  
DEPARTMENT OF TAXATION  
P.O. Box 182215, COLUMBUS, OH 43218-2215

Prescribed Sales Tax Form  
ST-1-T (Rev. 9/00)

FOR STATE USE ONLY	
License Number Assigned	
Effective Date	Filing Method

## APPLICATION FOR TRANSIENT VENDOR'S LICENSE

Section 5739.17 of the Ohio Revised Code provides for a transient vendor's license when the person who, in the usual course of his business, transports inventory, stock of goods, or similar personal property to a temporary place of business in a county in which he has no fixed place of business, for the purpose of making retail sales of such property.

I/we herewith make application to the Tax Commissioner of the State of Ohio for a transient vendor's license. (For sole owner, print individual's name; for partnership, print full names of all partners; for corporation, print corporation's name and Ohio corporation charter number. If a foreign corporation, certificate number issued by Secretary of State authorizing transaction of business in Ohio. Section 1703.01 O.R.C.)

Energy Telecommunications Network - Ohio, Inc. # 1125346  
Energy Communications Company  
trade name or name other than above

Address shown must be vendor's residence or permanent business location

8829 Bond Street  
Overland Park KS 66214 913 462 1230  
city state zip code telephone no.

Mailing address (if other than above)

   
street address  
   
city state zip code

Federal Employer Identification Number or if none assigned for reporting Federal Taxes, please enter your Social Security Number.

Federal Identification No.
<u>31-1698278</u>

Social Security No.		

Check type of ownership: 0. ☒ Corporation 1. ☐ Sole Owner 2. ☐ Partnership  
3. ☐ Fiduciary 4. ☐ Association

If a corporation, partnership or partners, show officers' names and addresses below.

President/Partner	<u>John Cinelli</u>	<u>8829 Bond St</u>	<u>Overland Park KS</u>
	<small>name</small>	<small>street</small>	<small>city/state</small>
Vice-Pres./Partner	<u>Allen Walbert</u>	<u>8829 Bond St</u>	<u>Overland Park KS</u>
	<small>name</small>	<small>street</small>	<small>city/state</small>
Secy/Treas./Partner	<u>John Weber</u>	<u>8829 Bond St</u>	<u>Overland Park KS</u>
	<small>name</small>	<small>street</small>	<small>city/state</small>

When did you or will you start transient operation May 1 01  
month day year

Type of Business or items sold Telecommunication Services

Provide Vendor's License Number for each fixed place of Business in Ohio N/A

I hereby declare the above to be true and correct to the best of my knowledge and belief.

Date April 5, 2001

signature of vendor or agent

Fee for this license -- \$25.00

Send original application and \$25.00 fee made payable to Treasurer of State to  
Ohio Department of Taxation, Registration Unit, P.O. Box 182215, Columbus, OH 43218-2215

## **EXHIBIT 3**

04/05/2001  
7:34:17 AM

Q Comm  
Consolidated  
Cashflow Statement  
September 2000

Page

1

Total Report for OPERATING UNIT: 001 - 899

YTD 2000

Cash Flows From Operating Activities:

(73,734.37)

Net earnings (loss)  
Depreciation and Amortization  
Deferred Income Tax

(18,134.15)  
2,417,861.38  
400,900.00  
2,800,627.23

Changes In:

Accounts Receivable  
Notes Receivable  
Refundable Income Taxes  
Prepaid Expenses  
Other Assets (1.01)  
Accounts Payable  
Accrued Expenses  
Deferred Revenue (2.01)

555,080.29  
48,249.17  
(42,828.00)  
(589,183.67)  
(267,185.80)  
(1,245,959.66)  
4,037,101.91  
637,975.01

Cash provided by operations

3,133,249.25

Cash flows from investing activities:  
Fixed Assets

(13,802,399.73)

Cash provided by investments

(13,802,399.73)

Cash Flows from financing activities:  
Loans Payable (3.01)  
Repurchase of Treasury Stock  
Purchase of Preferred Stock

6,519,565.96  
(2,424,029.47)  
3,500,000.00

Cash provided by financing

7,595,536.49



04/05/2001  
7:34:17 AM

Q Comm  
Consolidated  
Cashflow Statement  
September 2000

Total Report for OPERATING UNIT: 001 - 899

	YTD 2000
Net change in cash	(272,986.76)
Ending Cash	(346,721.13)

Q Comm  
Consolidated  
Balance Sheet

Total Report for OPERATING UNIT: 001 - 699

	September 2000
<b>CURRENT ASSETS</b>	
Cash	(346,721.13)
Accounts Receivable:	
Direct Billing	2,575,935.03
Fiber	946,186.13
Dadeasy	614,702.67
Wholesale	118,045.83
Third Party	321,849.05
Other	437,311.10
Allowance for Doubtful Accounts	(504,934.92)
Total Accounts Receivable	4,509,094.89
Inventories	334,864.92
Prepaid Expenses	739,146.64
Deferred Income Tax	(263,000.00)
Notes Receivable	0.00
Refundable Income Taxes	408,528.00
Total Current Assets	5,381,913.32
<b>PROPERTY &amp; EQUIPMENT</b>	
Switch Facilities	4,435,557.07
Transmission Equipment	171,493.36
Microwave Towers	1,062,206.40
Fiber Line	15,989,598.78
Software	3,292,809.43
Computer Equipment	2,373,362.56
Office Equipment	542,557.94
Leasehold Improvements	440,472.22
Real Estate & Buildings	575,343.81
Automobiles	785,871.01
Construction in Progress	4,957,943.72
Total Property & Equipment	34,637,296.32
Accumulated Depreciation	(7,256,887.04)
Total Net Property & Equipment	27,380,409.28
<b>Other Assets</b>	
	331,049.01
Total Assets	\$33,093,371.61

Q Comm  
Consolidated  
Balance Sheet

Total Report for OPERATING UNIT: 001 - 899

September 2000	
<b>CURRENT LIABILITIES</b>	
Accounts Payable	1,283,709.97
Accrued Expenses	4,915,482.53
Accrued Taxes	500,763.32
Deferred Revenue	1,320,392.63
Accrued Interest	157,440.27
Notes Payable	18,297,847.12
<b>Total Current Liabilities</b>	<b>26,475,635.84</b>
<b>Other Liabilities:</b>	
Due to Stockholder	2,037,841.06
Long Term Debt	2,373,939.40
Line of Credit	3,043,000.00
<b>Total Other Liabilities</b>	<b>7,454,780.46</b>
<b>SHAREHOLDERS' EQUITY</b>	
Common Stock	7,450.73
Treasury Stock	(2,424,029.47)
Additional Paid in Capital	641,122.85
Preferred Stock	3,500,000.00
Retained Earnings	(2,543,454.75)
Current Year Income (Loss)	(18,134.15)
<b>Total Stockholder's Equity</b>	<b>(837,044.69)</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$33,093,371.61</b>

Q Comm  
Consolidated  
Monthly Statement of Earnings  
September 2000

Total Report for OPERATING UNIT: 001 - 889

Year to Date

Revenue:

Local	3,891,451.96
One Plus	14,207,284.91
One Plus Box	775,136.04
0+ Hotel	887,019.44
Internet Services	3,712,324.70
Internet Telephony	11,112.40
Technology Consulting	572,695.54
Field Services	2,662,619.45
Fiber	3,537,392.56
Card Comm	55,955.01
Debit Card	216,206.19

Total Revenue

30,529,198.20

Direct Costs:

Local	3,255,058.42
One Plus	9,813,123.50
One Plus Box	310,087.60
0+ Hotel	247,259.62
Internet Services	1,134,760.60
Internet Telephony	1,276.97
Technology Consulting	249,677.10
Field Services	2,195,625.42
Fiber	341,625.93
Card Comm	50,846.50
Debit Card	20,455.30

Total Direct Costs

17,618,796.96

Gross Margin

12,910,401.24

Operating Expenses:

Salaries & Benefits  
Travel & Entertainment  
Office Expense

5,812,114.39  
376,260.89  
1,842,436.28

Q Comm  
Consolidated  
Monthly Statement of Earnings  
September 2000

Total Report for OPERATING UNIT: 001 - 899

	Year to Date
-----	-----
Bad Debt Expense	165,550.79
Office Occupancy	238,951.29
Professional Fees	164,667.36
-----	-----
Total Operating Expense	8,659,981.00
-----	-----
Income from Operations	4,250,420.24
-----	-----
Other (Income) and expense:	
Interest Expense	1,871,604.52
Depreciation	2,441,086.60
Contingency	0.00
Other (Income)/Expense	(44,136.73)
Discounts Taken	0.00
-----	-----
Total Other Income & Expense	4,268,554.39
-----	-----
Net Earnings (Loss)	(18,134.15)
-----	-----

## **EXHIBIT 4**

## **CINERGY TELECOMMUNICATIONS NETWORKS - OHIO, INC. MANAGEMENT PROFILES**

### **Albert E. Cinelli, Chairman**

Mr. Cinelli, a graduate of Lafayette College and Columbia University Law School, is Chairman of the Board of Cinergy Telecommunications Networks - Ohio, Inc.. Mr. Cinelli has been employed as General Counsel for several major corporations, including ELTRA Corporation and American Home Products in New York. Mr. Cinelli also worked for Marion Labs in Kansas City as Vice President and Chief Legal Counsel. Mr. Cinelli founded an interconnect company in Kansas City in 1985 and purchased Quest Communications in 1990. Currently, Mr. Cinelli is President of QCC, Inc., a multi-service long distance reseller, which merged with Quest Communications in 1994.

### **John P. Cinelli, President**

Mr. Cinelli received his Bachelor of Arts in International Regulations from Tufts University in 1984. Having worked for the Bank of Boston and Security Pacific, Mr. Cinelli's background is primarily in financial services. Mr. Cinelli managed CSI Corporation, a Kansas City interconnect company, and QCC, Inc., a multi-service long distance reseller, both companies are sister companies of Cinergy Telecommunications Networks - Ohio, Inc..

### **John C. Greenbank, Executive Vice President**

Mr. Greenbank is Executive Vice President of Cinergy Telecommunications Networks - Ohio, Inc.. Prior to working with Cinergy Telecommunications Networks - Ohio, Inc., Mr. Greenbank gained a vast amount of telecommunications experience as an applications engineer and senior engineer for a carrier in southern Missouri. After working in that capacity for more than ten years, Mr. Greenbank was hired to manage and operate CSI Corporation, a Kansas City interconnect company.

### **Lohn H. Weber, Vice President, C.F.O., and Treasurer**

A graduate of the University of Missouri, Columbia, Mr. Weber is a Vice President, Chief Financial Officer, and Treasurer of Cinergy Telecommunications Networks - Ohio, Inc.. Mr. Weber, a CPA with an extensive background in accounting, joined Cinergy Telecommunications Networks - Ohio, Inc.'s senior management team in 1996. Prior to joining Cinergy Telecommunications Networks - Ohio, Inc., Mr. Weber worked for Baird, Kurtz and Dobson, a Kansas City area public accounting firm.

## **CINERGY TELECOMMUNICATIONS NETWORKS - OHIO, INC. TECHNICAL PROFILES**

### **Joseph Buck, Director of New Market Development**

Mr. Buck has held executive positions with a number of companies in the communications industry prior to joining Cinergy Telecommunications Networks - Ohio, Inc.. Mr. Buck was instrumental in forming the first CLEC in the state of North Carolina (PrivaCom, Inc.) and worked on the management team to secure TRA and Nashville city approvals for ICG Access Services as well as several other existing CLEC's.

### **Tim Gimmel, Network Operations Manager**

Mr. Gimmel oversees the day-to-day operation and maintenance of Cinergy Telecommunications Networks - Ohio, Inc.'s transmission equipment. Mr. Gimmel also trains and supervises Cinergy Telecommunications Networks - Ohio, Inc.'s trouble emergency response crew. Mr. Gimmel has been with Cinergy Telecommunications Networks - Ohio, Inc. since 1985.

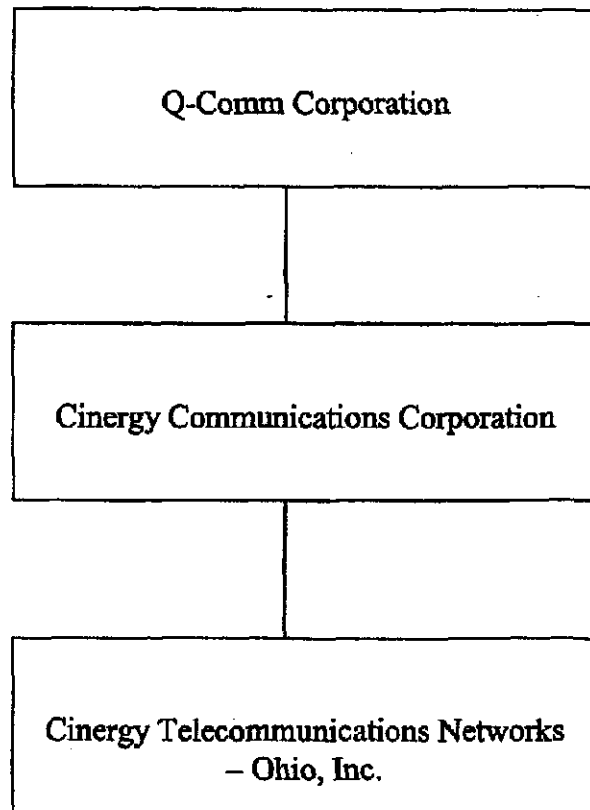
### **David Schleter, Switch Manager**

Mr. Schleter oversees the day-to-day operation and maintenance of Cinergy Telecommunications Networks - Ohio, Inc.'s switching equipment in Evansville, Indiana. Mr. Schleter also trains and supervises Cinergy Telecommunications Networks - Ohio, Inc.'s trouble emergency response crew. Mr. Schleter has been with Cinergy Telecommunications Networks - Ohio, Inc. since 1998.



## **EXHIBIT 5**

**Corporate Structure for Cinergy Telecommunications  
Networks – Ohio, Inc.**





Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

☒ Yes

## ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code)

Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

- FIRST.** The name of said corporation shall be:  
Cinergy Telecommunication Networks - Ohio, Inc.
- SECOND.** The place in Ohio where its principal office is to be located is  
Cincinnati, Hamilton County, Ohio  
(city, village or township)
- THIRD.** The purpose(s) for which this corporation is formed is:  
The purpose of this corporation is to engage in any lawful act  
or activity for which corporations may be organized under  
Chapter 1701 of the Ohio Revised Code.
- FOURTH.** The number of shares which the corporation is authorized to have outstanding is: 500  
(Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded as common with no par value unless otherwise indicated.)

IN WITNESS WHEREOF, we have hereunto subscribed our names, on January 3, 2000  
(date)

Signature: Richard J. Beach, Incorporator  
Name: Richard G. Beach

Signature: \_\_\_\_\_, Incorporator  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_, Incorporator  
Name: \_\_\_\_\_

ARTICLES OF INCORPORATION

CINERGY TELECOMMUNICATION NETWORKS – OHIO, INC.

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said corporation shall be: Cinergy Telecommunication Networks – Ohio, Inc.

SECOND: The principal office of the Corporation in the State of Ohio is to be located the City of Cincinnati, County of Hamilton.

THIRD: The purpose of this Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under Chapter 1701 of the Ohio Revised Code.

FOURTH: The number of shares which the Corporation is authorized to have outstanding is Five Hundred (500), all of which shall be common shares without par value.

IN WITNESS WHEREOF, we have hereunto subscribed our names, on January 3, 2000.

/s/Richard G. Beach  
Richard G. Beach  
Incorporator

# ***REGULATIONS***

***OF***

***Cinergy Telecommunication  
Networks - Ohio, Inc.***

***January 6, 2000***

## **TABLE OF CONTENTS**

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Regulations  
Of  
Cinergy Telecommunication Networks - Ohio, Inc.  
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ARTICLE I

Offices

*Section 1.1. Offices.* To the extent not otherwise provided in the Articles of Incorporation, the principal office of the Corporation shall be at 139 East Fourth Street, Cincinnati, Ohio 45202. The Corporation may have such other offices at such other places as the Board of Directors may from time to time determine, or as the business of the Corporation may require.

ARTICLE II

Stockholders' Meetings

*Section 2.1. Annual Meeting.* The annual meeting of the stockholders may be held at such place, time, and date designated by the Board of Directors for the election of directors, the consideration of the reports to be laid before the meeting, and the transaction of such other business as may be brought before the meeting.

*Section 2.2. Notice of Annual Meeting.* Notice of the annual meeting shall be given in writing to each stockholder entitled to vote thereat, at such address as appears on the records of the Corporation at least ten (10) days and not more than forty-five (45) days prior to the meeting.

*Section 2.3. Special Meetings.* Special meetings of the stockholders may be called at any time by the Chairman of the Board, the Chief Executive Officer, or the President, or by a majority of the members of the Board of Directors acting with or without a meeting, or by the persons who hold in the aggregate the express percentage, as provided by statute, of all shares outstanding and entitled to vote thereat, upon notice in writing, stating the time, place and purpose of the meeting. Business transacted at all special meetings shall be confined to the objects stated in the call.

*Section 2.4. Notice of Special Meeting.* Notice of a special meeting, in writing, stating the time, place and purpose thereof, shall be given to each stockholder entitled to vote thereat, at least twenty (20) days and not more than forty-five (45) days prior to the meeting.

*Section 2.5. Waiver of Notice.* Notice of the time, place and purpose of any meeting of stockholders may be waived by the written assent of every stockholder entitled to notice, filed with or entered upon the records of the meeting, either before or after the holding thereof.

*Section 2.6. Quorum.* The holders of shares entitling them to exercise a majority of the voting power, or, if the vote is to be taken by classes, the holders of shares of each class entitling them to exercise a majority of the voting power of that class, present in person or by proxy at any meeting of the stockholders, unless otherwise specified by statute, shall constitute a quorum.

If, however, at any meeting of the stockholders, a quorum shall fail to attend in person or by proxy, a majority in interest of the stockholders attending in person or by proxy at the time and place of such meeting may adjourn the meeting from time to time without further notice (unless the meeting has been adjourned for over thirty days), other than by announcement at the meeting at which such adjournment is taken, until a quorum is present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called.

*Section 2.7. Voting.* At each meeting of the stockholders, except as otherwise provided by statute or the Articles of Incorporation, every holder of record of stock of the class or classes entitled to vote at such meeting shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date, not later than such time as expressly provided by statute, prior to said meeting unless some other definite period of validity shall be expressly provided therein.

Each stockholder shall have one (1) vote for each share of stock having voting power, registered in his or her name on the books of the Corporation, at the date fixed for determination of persons entitled to vote at the meeting or, if no date has been fixed, then as expressly provided by statute. (e.g., either the date of the meeting, the date next proceeding the day of the meeting, or any such similar governing time frame). Cumulative voting shall be permitted only as expressly provided by statute.

At any meeting of stockholders, a list of stockholders entitled to vote, alphabetically arranged, showing the number and classes of shares held by each on the date fixed for closing the books against transfers or the record date fixed as hereinbefore provided (or if no such date has been fixed, then as hereinbefore stated as expressly provided by statute) shall be produced on the request of any stockholder, and such list shall be prima facie evidence of the ownership of shares and of the right of stockholders to vote, when certified by the Secretary or by the agent of the Corporation having charge of the transfer of shares.

*Section 2.8. Written Consent of Stockholders in Lieu of Meeting.* Any action required or permitted by statute, the Articles of Incorporation, or these Regulations, to be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a written consent in lieu of a meeting, setting forth the action so taken, shall be signed by all the stockholders entitled to vote thereon. Any such written consent may be given by one or any number of substantially concurrent written instruments of substantially similar tenor signed by such stockholders, in person or by attorney or proxy duly

appointed in writing, and filed with the records of the Corporation. Any such written consent shall be effective as of the effective date thereof as specified therein.

## ARTICLE III

### Directors

*Section 3.1. Duties and Powers.* The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not, by statute, the Articles of Incorporation, or these Regulations, directed or required to be exercised or done by the stockholders.

*Section 3.2. Number and Election of Directors.* The Board of Directors shall consist of not less than three nor more than fifteen members, the exact number of which shall be fixed by the Board of Directors. Directors shall be elected annually by stockholders at their annual meeting, in a manner consistent with statute and as provided in Article II, Section 2.8 of these Regulations, and each director so elected shall hold office until his/her successor is duly elected and qualifies, or until his/her earlier resignation or removal. Any director may resign at any time upon notice to the Corporation. Directors need not be stockholders and shall fulfill the residency requirements as and if provided by statute. Any director may be removed at any time with or without cause by a majority vote of the stockholders, unless otherwise provided by statute.

*Section 3.3. Vacancies.* Vacancies and newly created directorships, resulting from any increase in the authorized number of directors, may be filled by a majority of the directors then in office, and the directors so chosen shall hold office for the unexpired term of the predecessor and/or until the next annual meeting of stockholders, and until their successors are duly elected and qualify, or until their earlier resignation or removal.

*Section 3.4. Meetings.* Regular meetings of the Board of Directors may be held at such time, place, and upon such notice as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, the President, or by members of the board (the express percentage of the latter as minimally provided for by statute). Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail (not less than forty-eight (48) hours before the date of the meeting), by telephone or telegram (on twenty-four (24) hours' notice) or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

*Section 3.5. Quorum.* Except as may be otherwise specifically provided for by statute, the Articles of Incorporation or these Regulations, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the

Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present."

*Section 3.6. Actions of Board.* Unless otherwise provided by the Articles of Incorporation of the Corporation or these Regulations, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee(s) thereof, may be taken without a meeting, if all the members of the Board of Directors, or of such committee(s), as the case may be, consent thereto in writing, and the writing(s) is filed with the minutes of proceedings of the Board of Directors, or of such committee(s), of the Corporation. Any such written consent to action of the Board of Directors, or of such committee(s), shall be effectuated by the signature of the member lastly consenting thereto in writing, unless the consent otherwise specified a prior or subsequent effective date.

*Section 3.7. Meetings by Means of Conference Telephone.* Unless otherwise provided by the Articles of Incorporation of the Corporation or these Regulations, members of the Board of Directors, or any committee(s) thereof, may participate in a meeting of the Board of Directors, or of such committee(s), as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

*Section 3.8. Committees.* The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate, from time to time as they may see fit, one or more committees, each such committee to consist of three or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any such committee who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he/she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by statute and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

*Section 3.9. Compensation.* Each director of the Corporation (other than directors who are salaried officers of the Corporation or any of its affiliates) shall be entitled to receive as compensation for services such reasonable compensation, which may include pension, disability and death benefits, as may be determined from time to time by the Board of Directors. Reasonable compensation may also be paid to any person other than a director officially called to attend any such meeting.

*Section 3.10. Contracts and Transactions Involving Directors.* No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or

voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his/her or their votes are counted for such purpose if: (i) the material facts as to his/her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his/her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

## ARTICLE IV

### Officers

*Section 4.1. Officers.* The officers of the Corporation shall consist of a President, a Secretary, and a Treasurer, and may consist of a Chairman of the Board, a Chief Executive Officer, a Comptroller, one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as the board shall from time to time deem necessary. Any number of offices may be held by the same person, unless otherwise prohibited by statute, the Articles of Incorporation, or these Regulations.

*Section 4.2. Appointment, Terms, and Vacancies.* The Board of Directors, at its first meeting held after each annual meeting of stockholders of the Corporation (i.e., the annual organization meeting of the Board of Directors), shall appoint the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board, and such officers shall hold office until their successors are chosen and shall qualify, or until their earlier resignation or removal from office. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the board. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

*Section 4.3. Chairman of the Board.* The Chairman of the Board, if there be one, shall be a director and shall preside at all meetings of the Board of Directors and, in the absence or incapacity of the Chief Executive Officer and the President, meetings of the stockholders, and shall, subject to the board's direction and control, be the board's representative and medium of communication, and shall have the general powers and duties as are incident to the office of Chairman of the Board of a corporation.

*Section 4.4. Chief Executive Officer.* The Chief Executive Officer, if there be one, shall preside at all meetings of the stockholders and, in the absence or incapacity of the Chairman

of the Board, meetings of the Board of Directors. The Chief Executive Officer shall from time to time report to the Board of Directors all matters within his or her knowledge which the interests of the Corporation may require be brought to their notice. Where the offices of Chief Executive Officer and President are held by different individuals, the President will report directly to the Chief Executive Officer.

*Section 4.5. President.* The President shall be the chief operating officer of the Corporation, and shall have general and active management and direction of the affairs of the Corporation, shall have supervision of all departments and of all officers of the Corporation, shall see that the orders and resolutions of the Board of Directors, or of any committee(s) thereof, are carried fully into effect, and shall have the general powers and duties of supervision and management as are incident to the office of President of a corporation. In the absence or incapacity of the Chief Executive Officer, the President also shall be the chief executive officer of the Corporation.

*Section 4.6. Vice Presidents.* The Vice Presidents shall perform such duties as the Board of Directors shall from time to time require. In the absence or incapacity of the President, the Vice President designated by the Board of Directors (including by the Chairman of the Board), the Chief Executive Officer, or the President shall exercise the powers and duties of the President.

*Section 4.7(a). Secretary.* The Secretary shall attend all meetings of the Board of Directors and of the stockholders of the Corporation, and act as clerk thereof, and record all votes and the minutes of all proceedings in a book to be kept for that purpose, shall record all written business transactions, shall perform like duties for the standing committees when required, and shall have the general powers and duties as are incident to the office of Secretary of a corporation. The Secretary shall give, or cause to be given, proper notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors (including by the Chairman of the Board), the Chief Executive Officer, or the President. The Secretary shall have custody of the seal, if there be one, of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. (The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature). The Secretary shall see that all books, reports, statements, certificates and other documents and records required by statute to be kept or filed are properly kept or filed, as the case may be.

*Section 4.7(b). Assistant Secretaries.* At the request of the Secretary, or in his or her absence or incapacity to act, the Assistant Secretary or, if there be more than one, the Assistant Secretary designated by the Secretary, shall perform the duties of the Secretary and when so acting shall have all the powers of and be subject to all the restrictions of the Secretary. The Assistant Secretaries shall perform such other duties as may from time to time be assigned to them by the Board of Directors (including by the Chairman of the Board), the Chief Executive Officer, the President, or the Secretary.

**Section 4.8. Treasurer.** The Treasurer shall be the financial officer of the Corporation, shall keep full and accurate accounts of all collections, receipts and disbursements in books belonging to the Corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors, shall disburse the funds of the Corporation as may be ordered by the Board of Directors (including by the Chairman of the Board), the Chief Executive Officer, or the President, taking proper vouchers therefor, and shall render to the President, the Chief Executive Officer, the Chairman of the Board, and/or directors at any meeting of the board, or whenever they may require it, and to the annual meeting of the stockholders, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation, and shall have the general powers and duties as are incident to the office of Treasurer of a corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in a form and in such sum with surety as shall be satisfactory to the Board of Directors for the faithful performance of his or her duties as Treasurer and for the restoration to the Corporation, in the case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession, or under his or her control, and belonging to the Corporation. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors (including by the Chairman of the Board), the Chief Executive Officer, or the President.

**Section 4.9. Comptroller.** The Comptroller shall have control over all accounts and records of the Corporation pertaining to moneys, properties, materials and supplies, and shall have executive direction over the bookkeeping and accounting functions and shall have the general powers and duties as are incident to the office of comptroller of a corporation. The Comptroller shall perform such other duties as may be prescribed by the Board of Directors (including by the Chairman of the Board), the Chief Executive Officer, the President, or a Vice President.

**Section 4.10. Other Officers.** Such other officers of the Corporation as the Board of Directors may appoint shall perform such duties and have such powers as from time to time may be assigned to them by the board. The Board of Directors may delegate to any other officer of the Corporation the power to appoint such other officers and to prescribe their respective duties and powers.

## ARTICLE V

### Capital Stock

**Section 5.1. Form and Execution of Certificates.** The certificates for shares of the capital stock of the Corporation shall be of such form and content, not inconsistent with statute and the Articles of Incorporation, as shall be approved by the Board of Directors. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation, by (i) either the Chairman of the Board, the Chief Executive Officer, the President or a Vice President and (ii) by any one of the following officers: the Secretary or an Assistant

Secretary or the Treasurer or an Assistant Treasurer. All certificates shall be consecutively numbered in each class of shares. The name and address of the person owning the shares represented thereby, with the number of shares and the date of issue, shall be entered on the Corporation's books.

*Section 5.2. Signatures.* Any or all of the signatures on a certificate may be a facsimile thereof. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he/she were such officer, transfer agent or registrar at the date of issue.

*Section 5.3. Lost Certificates.* The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his/her legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

*Section 5.4. Transfers.* The capital stock of the Corporation shall be transferable in the manner provided by statute and in these Regulations. Transfers of shares shall be made on the books of the Corporation only by the person named in the certificate or by his/her attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

*Section 5.5. Record Date.* In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

*Section 5.6. Beneficial Ownership Rights.* The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by statute.



## ARTICLE VI

### Notices

*Section 6.1. Notices.* Whenever written notice is required by statute, the Articles of Incorporation, or these Regulations to be given to any director, member of a committee, or stockholder, such notice may be given by mail, addressed to each such person, at his/her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail, or as otherwise provided by statute. Written notice may also be given personally or by telegram, telex or cable.

*Section 6.2. Waivers of Notice.* Whenever any notice is required by statute, the Articles of Incorporation, or these Regulations to be given to any director, member of a committee, or stockholder, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE VII

### General Provisions

*Section 7.1. Dividends.* Dividends upon the capital stock of the Corporation, subject to any provision imposed by the Articles of Incorporation, may be declared by the Board of Directors at any regular or special meeting, or by written consent to the action of the board without such meeting(s), and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

*Section 7.2. Disbursements.* All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

*Section 7.3. Voting Securities Owned by the Corporation.* Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer, the President, any Vice President, the Secretary, or any Assistant Secretary, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

*Section 7.4. Fiscal Year.* The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December each year.

*Section 7.5. Corporate Seal.* The seal of the Corporation (if there be one) shall have inscribed thereon the name of the Corporation, the year of its incorporation, the words "Corporate Seal" and "Kentucky", and any such other emblem or device as approved by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

## ARTICLE VIII

### Indemnification

*Section 8.1. Power to Indemnify in Actions, Suits or Proceedings Other than Those By or in the Right of the Corporation.* Subject to Section 8.3 of this Article VIII, the Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he/she is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director or officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

*Section 8.2. Power to Indemnify in Actions, Suits or Proceedings By or in the Right of the Corporation.* Subject to Section 8.3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he/she is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be

in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

*Section 8.3. Authorization of Indemnification.* Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith, without the necessity of authorization in the specific case.

Any determination made by the disinterested directors or by independent legal counsel under this section shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 8.1 and 8.2 of this Article VIII, and, within ten days after receipt of such notification, such persons shall have the right to petition the court (at courts' discretion) in which such action or suit was brought to review the reasonableness of such determination.

*Section 8.4. Good Faith Defined.* For purposes of any determination under Section 8.3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his/her conduct was unlawful, if his/her action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him/her by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant, or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 8.4 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Sections 8.1 or 8.2 of this Article VIII, as the case may be.

**Section 8.5. Indemnification by a Court.** Notwithstanding any contrary determination in the specific case under Section 8.3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the Commonwealth of Kentucky for indemnification to the extent otherwise permissible under Sections 8.1 and 8.2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he/she has met the applicable standards of conduct set forth in Sections 8.1 or 8.2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 8.3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

**Section 8.6. Expenses Payable in Advance.** Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

**Section 8.7. Nonexclusivity of Indemnification and Advancement of Expenses.** The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other provision of these Regulations, or similarly entitled under any agreement, contract, vote of stockholders or disinterested directors, or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 8.1 and 8.2 of this Article VIII shall be made to the fullest extent permitted by statute. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Sections 8.1 or 8.2 of this Article VIII, but whom the Corporation has the power or obligation to indemnify under the provisions of statute of the Commonwealth of Kentucky, or otherwise.

**Section 8.8. Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power or the obligation to indemnify him/her against such liability under the provisions of this Article VIII.

**Section 8.9. Certain Definitions.** For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he/she would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he/she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation", as referred to in this Article VIII.

**Section 8.10. Survival of Indemnification and Advancement of Expenses.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

**Section 8.11. Limitation on Indemnification.** Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5 hereof), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

The Corporation shall indemnify a director who was wholly successful, on merits or otherwise, in the defense of any proceedings to which he/she was a party because he/she was a director of the Corporation against reasonable expenses incurred by him/her in connection with the proceeding.

**Section 8.12. Indemnification of Employees and Agents.** The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation, similar to those conferred in this Article VIII to directors and officers of the Corporation.

## ARTICLE IX

### Amendments

*Section 9.1. Amendments.* These Regulations may be altered, amended or repealed, in whole or in part, or new Regulations may be adopted: (i) by the affirmative vote of a majority of the holders of record of the outstanding shares entitled to vote thereon, or by the written consent of the holders of record of a two-thirds majority of the outstanding shares entitled to vote thereon, except as such alteration, amendment or repeal by any vote or written consent of the stockholders is otherwise expressly prohibited by statute; or (ii) by a majority vote of the Board of Directors, or by unanimous written consent of the board, except as such alteration, amendment or repeal by any vote or action of the board is otherwise expressly prohibited by statute.

## ARTICLE X

### Emergency Regulations

*Section 10.1. Emergency Regulations.* The Emergency Regulations shall be operative during any emergency in the conduct of the business of the Corporation resulting from an attack on the United States or on a locality in which the Corporation conducts its business or customarily holds meetings of its Board of Directors or its stockholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or similar emergency condition, as a result of which a quorum of the Board of Directors or a standing committee thereof cannot readily be convened for action, notwithstanding any provision to the contrary in the preceding Regulations, in the Articles of Incorporation, or in the statute. To the extent not inconsistent with the provisions of this Section 10.1, the Regulations of the Corporation shall remain in effect during any emergency, and upon its termination, the Emergency Regulations shall cease to be operative. Any amendments to these Emergency Regulations may make any further or different provision that may be practical and necessary for the circumstance of the emergency.

During any such emergency: (A) a meeting of the Board of Directors or a committee thereof may be called by any officer or director of the Corporation. Notice of the time and place of the meeting or conference call shall be given by the person calling the meeting to such of the directors as it may be feasible to reach by any means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting; (B) the director or directors in attendance at the meeting shall constitute a quorum; (C) the officers or other persons designated on a list approved by the Board of Directors before the emergency, all in such order of priority and subject to such conditions and for such period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board of Directors, be deemed the directors for such meeting; (D) the Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties; (E) the Board of Directors, either before or during any such emergency, may, effective in the emergency, change the head office or designate

several alternative head offices or regional offices, or authorize the officers so to do; and (F) to the extent required to constitute a quorum at any meeting of the Board of Directors during such an emergency, the officers of the Corporation who are present shall be deemed, in order of rank and within the same rank in order of seniority, the directors for such meeting.

No officer, director or employee acting in accordance with any provision of these Emergency Regulations shall be liable except for willful misconduct.

These Emergency Regulations shall be subject to alteration, amendment or repeal by the further actions of the Board of Directors or stockholders of the Corporation.

## **EXHIBIT 6**



Doc ID --&gt;

200001000314

DATE	DOCUMENT NO	DESCRIPTION	FILING	EXFED	PENALTY	CERT	COPY
1. 1/12/2000	200001000314	ART DOMESTIC ARTICLES FOR PROFIT	85.00	0.00	0.00	0.00	0.00
TOTAL			85.00	0.00	0.00	0.00	0.00

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 ATTN L CAUDILL  
 17 S HIGH ST  
 COLUMBUS, OH 43218-0000

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**The State of Ohio**  
**Certificate**

**Secretary of State - J. Kenneth Blackwell**

**1125346**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for C. HERCITY  
 TELECOMMUNICATION NETWORKS - OHIO, INC. and that said business records show the filing and recording of:

Document(s)  
 DOMESTIC ARTICLES FOR PROFIT

Document No(s):  
 200001000314

United States of America  
 State of Ohio  
 Office of the Secretary of State



Witness my hand and the seal of the Secretary  
 of State at Columbus, Ohio, This 3rd day of  
 January, A.D. 2000

*J. Kenneth Blackwell*  
 J. Kenneth Blackwell  
 Secretary of State

**UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.**

}

*I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show CINERGY TELECOMMUNICATION NETWORKS - OHIO, INC., an Ohio Corporation, Charter No. 1125346, having its principal location in Cincinnati, County of Hamilton, was incorporated on January 3, 2000, is currently in GOOD STANDING upon the records of this office.*



*WITNESS my hand and official seal*

*at Columbus, Ohio on*

*November 14, 2000*

*J. Kenneth Blackwell*

**J. Kenneth Blackwell  
Secretary of State**

## **EXHIBIT 7**

Cinergy Telecommunications requests that it be exempt from record keeping regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed as a means of regulating telecommunications companies subject to rate base regulation. It was also designed as an evaluation tool with which investors and regulators alike could compare like characteristics of several telecommunications companies.

As a competitive carrier, Cinergy Telecommunications maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC nor this Commission, have required carriers to maintain records under the USOA for purposes of interexchange operations. GAAP is the standard accounting method now utilized by competitive telecommunications companies, as well as a broad base of other industries. Any requirement to create an additional set of books would be a severe and unnecessary burden for Cinergy Telecommunications. Because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Cinergy Telecommunications' operations and assess its financial fitness. Therefore, Cinergy Telecommunications hereby requests an exemption from the USOA requirements.

7-17-01  
10:25 A.M.

Date and Time  
In

Date and Time  
Finished

Date and Time  
Delivered

**DIVISION OF OFFICE SERVICES  
PRINTING REQUISITION**

Date and Time Due: 7/17/01 (ASAP)

Name: Lois Dept/Div: Docketing Extn: 6-0315

Title of Print Job: \_\_\_\_\_

No. of Copies: 1 No. of Pages: 248

Print on: ☒ One Side ☐ Two Sides

Size of Paper: ☒ 8-1/2 x 11 ☐ 8-1/2 x 14

Paper Color: ☒ White ☐ Other (Please Specify): \_\_\_\_\_

Cover Color: \_\_\_\_\_

☐ Collate ☐ Staple Corner ☐ Glue Bind ☐ Cut to \_\_\_\_\_ (Size)  
☐ Fold ☐ Staple Side ☐ GBC (Spiral) Bind  
☐ Pad ☐ 3 Hole Punch ☐ Gestetner (Flat) Bind

Special Instructions: Rubber band together

Printer: \_\_\_\_\_  
(Signature)