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FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD  
 (Effective: 01/20/2011 through 05/20/2011)

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

TRF Docket No. 90-5045-TP-TRF  
 Case No. 11 - 2819 - TP - ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

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 PUCO

Name of Registrant(s) Windstream Western Reserve, Inc.  
 DBA(s) of Registrant(s) \_\_\_\_\_  
 Address of Registrant(s) 4001 N. Rodney Parham Rd., Little Rock, AR. 72212  
 Company Web Address www.windstream.com  
 Regulatory Contact Person(s) Kathy E. Hobbs  
 Regulatory Contact Person's Email Address Kathy.Hobbs@windstream.com  
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Phone 614-228-9484 Fax 614-224-4433  
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 Phone 704-814-2023

**Part I - Tariffs**

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II - Exhibits**

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
 Technician Am Date Processed MAY 03 2011

**Part III. – Attestation**

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

**AFFIDAVIT**

***Compliance with Commission Rules***

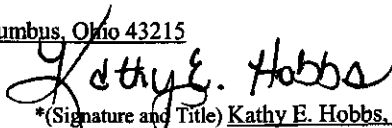
I am an officer/agent of the applicant corporation, Windstream Communications, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) May 3, 2011

at (Location) Columbus, Ohio 43215

  
\*(Signature and Title) Kathy E. Hobbs, VP-State  
Government Affairs

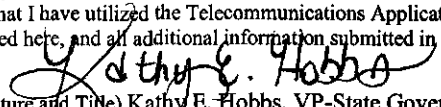
(Date) 5-3-11

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, Kathy E. Hobbs

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission 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 and Title) Kathy E. Hobbs, VP-State Government Affairs

(Date) 5-3-11

*\*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 Application 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**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**EXHIBIT A**  
**(Existing Affected Tariff Pages)**

WINDSTREAM WESTERN RESERVE, INC.  
(GENERAL EXCHANGE TARIFF P.U.C.O. NO. 8)

WINDSTREAM WESTERN RESERVE, INC.  
(LOCAL EXCHANGE TARIFF P.U.C.O. NO. 9)

WINDSTREAM WESTERN RESERVE, INC.

(POLE ATTACHMENT TARIFF NO. 1)

**EXHIBIT B**  
**(Proposed Revised Tariff Pages)**

GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

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This schedule cancels and supersedes Windstream Western Reserve, Inc.'s General Exchange Tariff PUCO No. 8, Local Exchange Tariff P.U.C.O. No. 9 and Pole Attachment Tariff No. 1 in their entirety.

**Windstream Western Reserve, Inc.**

Exchanges:	Ashtabula	Hinckley	Old Washington
	Aurora	Hiram	Parkman
	Austinburg	Hopedale	Peninsula
	Bainbridge	Hudson	Perry
	Bloomington	Huntsburg	Pierpont
	Centerville	Kingsville	Powhatan Point
	Chardon	Little Hocking	Quaker City
	Chester	Madison	Richfield
	Coolville	Mesopotamia	Rock Creek
	Cumberland	Middlefield	Russell
	Dorset	Montville	Thompson
	East Claridon	Morristown	Trumbull
	Fairview	Newbury	Twinsburg
	Geneva	Northfield	



GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

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EXPLANATION OF SYMBOLS

- (C) Signifies changed regulation.
- (D) Signifies discontinued rate or regulation.
- (I) Signifies increased rate.
- (N) Signifies new rate or regulation.
- (R) Signifies reduced rate.
- (S) Signifies reissued matter.
- (T) Signifies a change in text but no change in rate or regulation.

GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

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GENERAL EXCHANGE TARIFF  
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**S1. DEFINITION OF TERMS****ACCESS LINE**

A circuit including protection apparatus, drop or block wiring and lines (circuits) necessary to connect an individual line, party line, private branch telephone exchange or serving central office.

**ACCESSORIES**

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to the communications path of telecommunications system.

**APPLICANT**

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency making application to the Company for preinstallation or installation work (to be performed by the Company) at a particular location. The applicant may be, but is not necessarily, the customer to whom the communication service at that location will be ultimately provided.

**AUTHORIZED USER**

A person, firm, or corporation (other than the customer) on whose premise a telephone, or private line service or channel is located, and who may communicate over such channels in accordance with the terms of the tariff.

**BASIC LOCAL EXCHANGE SERVICE (BLES)**

Individual residential access line or 3 lines or less business Individual access line service. BLES is offered by the Company pursuant to and in compliance with the commission's service requirements for BLES found in rule 4901:1-6-12 of the Administrative Code and 4927.01(A)(1) of the Revised Code.

**BUILDING**

A building is a structure under one roof, or two or more structures connected by enclosed passageways, which do not cross public thoroughfares, other than alleys, and are regularly used as corridors by persons and are suitable for the installation and maintenance of inside wiring. Pipes and conduits are not considered enclosed passageways.

**BUSINESS SERVICE**

Telephone service furnished to customer where the actual or obvious use is principally or substantially of a business, professional or occupational nature.

**CALLING AREA**

See "Local Service Area."

**CENTRAL OFFICE (NXX)**

A switching unit in a telephone system, which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

**CENTRAL OFFICE AREA**

The specific section or area served by a single central office. (NXX Code.)

**CENTRAL OFFICE CHARGE**

See S3.1.2.B.

**CENTRAL OFFICE DESIGNATION**

See "Telephone Number."

**CERTIFICATE**

Certificate of Public Convenience and Necessity issued by the Commission to telephone utilities.

GENERAL EXCHANGE TARIFF  
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S1. DEFINITION OF TERMS

## CHANNEL

A path, or combination of paths, for electrical communication between two or more telephones or central offices and furnished in such a manner as the Company may elect, whether by wire, radio, or a combination thereof and, whether or not, by means of a single physical facility or route.

## CIRCUIT

The term applied to a channel used for the transmission of electrical energy in the furnishing of telephone service. In the case of battery circuits and generator circuits, each pair of wires or fraction thereof is considered as a separate channel.

## CIRCUIT MEASUREMENT

See "Route Measurement" under "Mileage Charges".

## CLASS OF SERVICE

A subgrouping of telephone customers for the purpose of rate distinctions.

## COMMISSION

Public Utilities Commission of Ohio

## COMMUNICATIONS SYSTEMS

Communications systems are channels or other facilities which are capable, when not connected to the telecommunications system, of two-way communications between customer-provided or Company-provided terminal equipment.

## COMPANY

Whenever used in this tariff, "Company" refers to WINDSTREAM WESTERN RESERVE, INC. unless the context clearly indicates otherwise.

## CONDUIT OR DUCT

A tubular runway for underground cables.

## CONNECTING COMPANY

A corporation, association, firm, or individual licensed and operating as a communications common carrier, with which the Company interchanges traffic.

## CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the exchange tariff.

## CONTINUOUS PROPERTY

A continuous plot of land occupied by the customer, which is not separated by a public thoroughfare or space occupied by others.

## CONTRACT

The service agreement between a customer and the Company under which service and facilities for communication are provided between specified locations for designated periods, and for the use of the customer, and the authorized users specifically named, are furnished in accordance with the provisions of this tariff.

## CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency furnished communication service by the Company under the provisions and regulations of this tariff.

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S1. DEFINITION OF TERMS

## CUSTOMER-OWNED COIN-OPERATED TELEPHONE (COCOT) SERVICE

See S6.1 and S6.2.

## DEMARCATON POINT

See S12.1

## DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communications path.

## DIRECTORY

A book which alphabetically lists each telephone customer, by last name, with telephone number and address.

## DIRECTORY LISTINGS

The publication in the Company's directory of information relative to a customer's telephone number by which the telephone users may ascertain the call number of a desired station.

## 1. Free Listing

A directory listing for which no specific charge is made.

## EXCHANGE

A central office (NXX), or group of central offices (NXX's), together with the customer lines connected thereto, forming a local communications system furnishing means of telephonic intercommunication without toll charges between customers within a specific area, usually a single city, town, or village and its environs. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

## EXCHANGE AREA

The corporate limits of the municipality or the local community area in which adequate local exchange telephone service is, or is proposed to be furnished, together with such rural areas contiguous thereto as are served, or as are proposed to be served, with reasonably adequate local exchange service from the exchange in question.

## EXCHANGE SERVICE

The general telephone service rendered in accordance with tariff provisions. Exchange Service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or unlimited number of local messages at charges in accordance with the provisions of this tariff.

## 1. Flat Rate Service

A classification of exchange service furnished a customer under tariff provisions for which a stipulation charge is made, regardless of the amount of use.

## 2. Individual Line Service

A classification of exchange service furnished under tariff provisions which provides that only one access line shall be served by the central office circuit. (See S8.3.1.A.)

GENERAL EXCHANGE TARIFF  
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S1. DEFINITION OF TERMS

## EXPENSE INCURRED BY THE COMPANY

Wherever "expense incurred by the Company" is specified in this tariff, such expense consists of an estimate of the expenditure by the Company for labor, material, engineering, supervision, motor vehicles, and tools, and any other expenditures incident thereto, to the extent that any or all of such items are applicable in the particular situation involved.

## EXTENDED AREA SERVICE

A type of telephone service furnished under tariff provisions, whereby customers of a given exchange may complete calls to, and where provided by the tariff, receive messages from one or more exchanges, without the application of long distance message telecommunication charges. Extended Area Service calls shall be limited to those calls that originate and completely terminate within the exchanges for which such extended area service was established, and extended area calls shall not be a part of any toll call nor shall extended area service lines be used for any call that may be in part or entirely based upon message toll charges or that accesses toll facilities.

## FACILITIES

All property, means, and instrumentalities owned, operated, leased, licensed, used, furnished, or supplied for by, or in connection with the rendition of telephone service.

## FLAT RATE SERVICE

See "Exchange Service".

## FREE LISTING

See "Directory Listing".

## INDIVIDUAL LINE SERVICE

See "Exchange Service".

## INITIAL SERVICE ORDER CHARGE

See S3.1.2.A.1.

## INITIAL SERVICE PERIOD

The minimum period of time for which service and facilities are provided. (30 days)

## INSTALLATION CHARGE

A charge applying to the provision of certain facilities as distinguished from the service connection charges applicable for establishment of basic telephone service. The installation charge is normally associated with optional features. Installation charges where applicable are identified and presented throughout this tariff as part of the offering of facility or service features.

## INTERFACE

Denotes that point on the premises of the customer, authorized user or joint user, at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

## INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.



GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

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S1. DEFINITION OF TERMS

LISTING

See "Directory Listing".

LOCAL CALLING AREA

See "Local Service Area".

LOCAL EXCHANGE SERVICE

Provides for telephone communication within local service areas in accordance with the provisions of the General Exchange Tariff, including the use of exchange facilities required to establish connection between exchange stations.

LOCAL SERVICE

Telephone service furnished between customers' premises located within the same exchange area.

LOCAL SERVICE AREA

The area within which telephone service is furnished customers under a specific schedule of exchange rates and without toll charges. A local service area may include one or more exchanges areas.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

The furnishing of facilities for telecommunication between telephones in different local service areas in accordance with the regulations and system of charges specified in this tariff.

MESSAGE

A communication between two telephones. Messages may be classified as follows:

- (1) Local Message  
A communication between telephones within the same local service area.
- (2) Toll Message  
A communication between telephones in different local service areas for which a toll charge is made.

MILEAGE

The measurement upon which charges are based for telephone service to another location, tie and private lines and for lines serving exchange telephones of the connecting central office.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not such are retained by the customer for such minimum length of time.

NETWORK INTERFACE

See S12.1

PAY STATION

See "Coin-Operated Telephone."

GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

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S1. DEFINITION OF TERMS

## PERSON

Any corporation, company, person, partnership, firm, association or any cooperative non-profit membership, or limited dividend, or mutual association now, or hereafter, created.

## PLANT

Property which is necessary to provide service to the public as set forth in the various fixed capital accounts of the Uniform System of Accounts for telephone companies.

## PREMISES

A. The term "same premises" (except in connection with inside moves) shall be interpreted to mean:

1. The building or buildings together with the surrounding land occupied as or used in the conduct of one establishment, business, residence, or combination thereof and not intersected by a public road.
2. The portion of the building occupied by the customer, either in the conduct of business, or residence or a combination thereof and not intersected by a public corridor or by space occupied by others.
3. The continuous property operated as a single farm whether or not intersected by a public road.

B. In connection with inside moves, the term "same premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the customer in the conduct of his business, or as a residence, or a combination thereof, and not intersected by a public road, a corridor or space occupied by others.

## PRIMARY LISTINGS

See S5.2.

## PRIVATE PROPERTY

The continuous plot of ground owned, or leased, and occupied by a customer and not separated by public highways, railroad right-of-way, body of water, or property occupied by others.

## PRIVATE RIGHT OF WAY

See "Right-of-Way".

## PROTECTOR

See S12.1

## PUBLIC HIGHWAY

A road, street, highway, lane, or alley under the control of and kept by the public.

## PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

GENERAL EXCHANGE TARIFF  
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S1. DEFINITION OF TERMS

## RATE CENTERS

Points upon which the airline distances for the determination of message toll telephone rates are based. In general, each city, town or locality is designated as a rate center, except that certain small towns and localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.

## RATES OR CHARGES BASED UPON COSTS INCURRED

Wherever rates or charges "based upon costs incurred" are applied in this tariff, such costs consist of an estimate of the following items, to the extent that they are applicable.

- A. Cost of maintenance.
- B. Cost of operation.
- C. Depreciation on the estimated cost, installed, of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimated net salvage.
- D. Administration costs, taxes, and uncollectible revenue, on the basis of reasonable average charges for these items.
- E. Any other specific items of expense associated with the particular situation.
- F. A reasonable amount, computed on the estimated cost, installed, of any facilities provided, for return and contingencies.

Estimated cost, installed, as mentioned in C and F above, includes cost of equipment and material specifically provided or used, plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and miscellaneous items.

## RECONNECT CHARGE

See S3.2

## RESIDENCE SERVICE

Exchange service furnished to customer where the actual or obvious use is for domestic purposes.

## RIGHT-OF-WAY

The right which the Company obtains to use the land of another for the purpose of installing, constructing, operating, and maintaining its facilities. The phrase "right-of-way" also means a strip of land of which the Company has acquired the right to use for its facilities.

Private Right-of-Way: A right-of-way on private property which is not a part of a public highway.

## ROUTE MEASUREMENT

See "Mileage Charges".

## SCHOOL SERVICE

Exchange service furnished to state-chartered elementary and secondary schools.

## SERVICE

The act or means of supplying communication to the public.

GENERAL EXCHANGE TARIFF  
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S1. DEFINITION OF TERMS

**SERVICE CONNECTION CHARGE**

The charge applying to the establishment of basic telephone service for a customer.

**SERVING CENTRAL OFFICE**

The central office from which a customer's telephone service is normally provided.

**SUSPENSION OF SERVICE**

An arrangement made at the request of the customer, or initiated by the Company, for violation of tariff regulations by the customer, to temporarily discontinue service without terminating the service agreement or removing the telephone equipment from the customer's premises.

**SYSTEM**

The coordinated facilities, including central office equipment, outside plant and customer instrumentalities used to provide telephone service to the public.

**TARIFF**

The rates, charges, rules and regulations adapted and filed by the Company and approved by the Commission.

**TELEPHONE COMPANY**

A person, firm, partnership, cooperative organization or corporation engaged in the business of furnishing telephone service to the public under the jurisdiction of the Public Utilities Commission of Ohio.

**TELEPHONE NETWORK**

The circuits and central-office switching equipment, and accessories, and controlling, signaling, and other supporting facilities, of the Company and all other telephone companies with whose customer-serving circuits those of the Company are, or may be, directly or indirectly, connected for the rendition of switched telecommunications service to the Company's customers.

**TELEPHONE NUMBER**

A numerical designation assigned to an access line or private branch exchange necessary for placing calls to a telephone station or private branch exchange and for identification in the assessment of message charges, etc.

**TEL-TOUCH CALLING SERVICE**

Tel-Touch Calling Service provides for the origination of telephone calls through the use of pushbuttons in lieu of a rotary dial. See also S8.2.

**TEMPORARY DISCONNECTION**

An arrangement made at the request of the customer for temporarily discontinuing service without terminating the contract or removing the telephone equipment from the customer's premises.

**TERMINAL**

The designation given the equipment with which a circuit is connected, or the equipment on which a circuit terminates.

GENERAL EXCHANGE TARIFF  
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S1. DEFINITION OF TERMS

TERMINAL LOOP

That portion of a telephone circuit between the customer's premises and the central office serving the area in which the premises are located.

TERMINATION OF SERVICE

The discontinuance of access line service or facilities (including channels) provided by the Company, either at the request of the customer, or by the Company under its regulations concerning cancellation for cause.

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Company's General Exchange Tariff.

TOUCH CALLING SERVICE

See "Tel-Touch Calling Service".

UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

A system through which individuals can request emergency service using the telephone number 911.

(a) Basic 911

A 911 system in which a caller provides information on the nature of and the location of an emergency, and the personnel receiving the call must determine the appropriate emergency service provider to respond at that location.

(b) Enhanced 911

A 911 system in which the telephone network system automatically provides to personnel receiving the call, immediately on answering the 911 call, information on the location and telephone number from which the call is being made, and routes the call to emergency service providers that serve the location from which the call is made.

VISITATION CHARGE

See S3.1.2

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Filed under authority of  
Order No. 11-1010-TP-ORD  
Issued by the Public Utilities  
Commission of Ohio

Issued By:  
Vice President  
Little Rock, Arkansas

Issued: May 3, 2011  
Effective: May 19, 2011

GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

## S2. GENERAL REGULATIONS

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S2. GENERAL REGULATIONS

Windstream Ohio Inc. will comply with all of the rules as set forth in Chapter 4901:1-6 of Ohio Administrative Code (O.A.C.).

## S2.1 Application of this Tariff as it Relates to Basic Local Exchange Service

The regulations specified herein are applicable to all communication services offered in this tariff by WINDSTREAM WESTERN RESERVE, INC. hereinafter referred to as the "Company." Additional regulations, where applicable, pertaining to specific offerings accompany such offerings in various sections of this tariff.

The rates, service descriptions, and terms and conditions for all long distance services other than for those services specifically listed in this tariff will no longer be included in this tariff. Rates and charges associated with these services can be found in the Company's Price List located on the Company's website: [www.windstream.com](http://www.windstream.com).

## S2.2 Limitations and Use of Service

## S2.2.1 Use of Customer's Service

- A. Facilities and services are furnished for the use of the customer, their employees, facilities and services may be extended in addition to other facilities and services which may be separately ordered, to joint users, patrons of hospitals, or of hotels, members of clubs, students living in quarters furnished by schools, colleges or universities, to person temporarily subleasing customer's residential premises, or to tenants living in retirement complexes.
- B. Except as otherwise expressly provided for in this tariff, service may only be resold by certificated carriers and certificated resellers of telecommunications services. Resale of residential services to business customers is prohibited. Nor does this tariff permit the purchase of lifeline telephone service, for resale to other than qualifying lifeline customers. Such resale is prohibited.
- C. In view of the fact that the customer has exclusive control of his/her communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him/her by the Company, and because of unavailability of errors incident to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- D. No subscriber may use any service listed in any part of this Tariff and in the Company's Pricelist, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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S2. GENERAL REGULATIONS

## S2.2 Limitations and Use of Service - continued

## S2.2.2 Establishment of Identity

- A. The calling party shall establish his/her identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

## S2.2.3 Unauthorized Attachments or Connections

No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction, or otherwise, except as provided in this tariff. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to suspend the service during the continuance of said attachments or connections, or to terminate the service.

## S2.2.4 Miscellaneous Devices Provided by the Customer

- A. The provisions of S2.2.3 preceding shall not be construed or applied to bar a customer from using devices which serve his/her convenience in his/her use of the facilities of the Company in the service for which they are furnished under this tariff, provided any such device so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities, or impair the operation of the telephone system, or otherwise injure the public in its use of the Company's services.
- B. Devices provided by the customer to obtain quiet or privacy may be used in conjunction with the telephone instrument furnished to the customer by the Company, provided any such device does not involve direct electrical connection to the equipment of the Company or any change in or alteration of such equipment, or interfere with its proper functioning or damage it in any way.
- C. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a recording device or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company, or of any other person.
- D. The recording of telephone conversations is governed by federal and state laws and regulations.



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## S2. GENERAL REGULATIONS

## S2.2 Limitations and Use of Service (Continued)

## S2.2.5 Broadcast of Recordings of Telephone Conversations

The provision of S2.2.3 preceding shall not apply to the broadcasting of a recording of a telephone conversation during the period of recording, provided that in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with customer-provided voice recording equipment as specified in this tariff and in the Federal Communications Commission's Rules and Regulations.

## S2.2.6 Recorded Public Announcements

A. Use of Company facilities or service in connection with automatic answering service, automatic answering and recording service, recorder-coupler service or miscellaneous service for recorded public announcements are subject to the following conditions:

1. For purposes of identification, customer to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory.
2. Failure to comply with the provisions of this tariff shall be cause for termination of services as specified in S2.3.12.

## S2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

## S2.2.8 Transmitting Messages

The Company does not undertake to transmit messages, but rather, to engage in the business of transmitting telephonic messages by providing direct communication between individuals. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Company because of any errors made by the operator or misunderstandings that may arise between customers because of the errors.

## S2.2.9 Cancellation of Service for Cause

The Company will comply with the rules regarding denial or disconnection of service, set forth in O.A.C. 4901:1-6-12.

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S2. GENERAL REGULATIONS

S2.3 Establishment and Furnishing of Basic Local Exchange Service

S2.3.1 Availability of Facilities

The Company will comply with the rules regarding establishment of service, set forth in O.A.C. 4901:1-6-27.

S2.3.2 Application for Service

A. Refusal to Provide Local Service

The Company will comply with the rules regarding denial or disconnection of local and toll service, set forth in O.A.C. 4901:1-6-12.

- B. When an application for service and facilities or requests for additions, rearrangements, reallocations, or modifications of service are canceled, in whole or in part, prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

Any costs due to a rearrangement of facilities caused by a suspension of a portion of a service will be borne by the customer.

- C. When facilities have been ordered for the specific needs of a customer and the installation thereof is unduly delayed by, or at the request of the customer, applicable charges as specified in S3 apply for such equipment for the period of the delay.

- D. When a customer requests a change in location of all or a part of the facilities covered by his/her application for service, or request for addition, rearrangements or modifications of his/her existing service and equipment, prior to completion of the work involved, he/she is required to pay the difference between the total cost and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location, of the facilities been specified initially.

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## S2. GENERAL REGULATIONS

S2.3 Establishment and Furnishing of Basic Local Exchange Service (Continued)

## S2.3.3 Application of Rates for School, Business and Residence Service

The applicability of school, business and residence rates is governed by the actual or obvious use made of the service. The use to be made of the service will be ascertained from the applicant at the time of application for service.

A. School rates apply whenever the service is furnished to state-chartered elementary and secondary schools.

## B. Business Service

The determination as to whether customer service should be classified as business or residence is based mainly on the character of use to be made of the service. Although, in general, business rates apply at business locations and residence rates apply at residence locations, residence service will not be furnished at business locations except as provided in 2.3.3.C.(5) following.

In general, business rates apply whenever the use of the service is of a business, professional, institutional or otherwise occupational nature, where the service is located on premises whose main use is nonresidential. Examples of locations at which business rates apply are:

- (1) In offices, stores, factories, mines, and all other places of a strictly business nature.
- (2) At houses or apartments where rooms are rented or boarders are taken or both, and in halls and offices of hotels and apartment houses. However, when it is clearly evident that the service located in the customer's house or in an owner's, manager's or occupant's private rooms or apartment is to be used primarily for the domestic purposes of the customer, then residence rates apply.
- (3) At quarters occupied by clubs and fraternal societies, public, private, or parochial schools, hospitals, libraries and other institutions, and in churches. However, at locations, such as fraternity houses where members of the organization lodge, or lodge and board within the building, residence rates apply.
- (4) At tool houses or construction offices of contractors engaged in the reconditioning or remodeling of any structure whether the structure is to be used for business or residence purposes upon completion of the work.
- (5) At residence locations in the same building as the customer's business establishment or at residence locations adjacent to the subscriber's place of business when it is not evident that the telephone located in the residence is to be employed primarily for residence use.
- (6) At all other locations where the subscriber's primary use of the service is for business purposes.
- (7) Customers under a Sharing and Resale Tariff, even though a residence directory listing may apply.

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## S2. GENERAL REGULATIONS

S2.3 Establishment and Furnishing of Basic Local Exchange Service (Continued)

## S2.3.3 Application of Rates for School, Business and Residence Service (Continued)

## C. Residence Service

In general, residence rates apply when the use of the service is of a domestic nature or is located on a premises whose main use is residential. Examples of locations of which residence rates apply are:

- (1) At private residences.
- (2) At private apartments in hotels, boarding houses, college dormitories, and hospitals when separate main station service is provided in such apartments and where the use of the service is confined to the domestic use of the customer.
- (3) At the place of residence of a clergyman, physician, nurse, dentist, veterinary surgeon or other medical practitioner or Christian Science practitioner. Abbreviated titles such as "Dr.", "Rev.", "Judge", "Professor", are not considered business designations.
- (4) In a private stable or garage when it is strictly a part of the customer's domestic establishment. Also, residence extensions are permitted in barns if the use of the service for any business purpose is only incidental. Separate exchange service or extension station service furnished at commercial farm locations for business use are classified as and charged for as business service.
- (5) Residential secretarial lines may be terminated in telephone answering facilities at telephone answering bureaus.

- D. Changes from business service to residence are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as specified in S2.3.3.C. above.

A change of service classification from business to residence requires a number change.

Changes from residence to business service may be made without change in telephone number, if the customer so desires. Service charges, which apply for such changes, are quoted in Section 3 of this tariff.

When it is determined that a customer with residence service is using that service in such manner that it should be classified and charged for as business service under the provisions of 2.3.3.B. above, the Company may disconnect the customer's service in the event he refuses to permit his service to be classified as business service and to pay the business rate. The telephone company is responsible for notifying the customer 30 days prior to disconnection.

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S2. GENERAL REGULATIONSS2.3 Establishment and Furnishing of Basic Local Exchange Service (Continued)

## S2.3.4 Transfer of Service Between Customers

- A. Service previously furnished one customer may be assumed by a new customer upon due notice of cancellation or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two ways:
  - 1. If the customer, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations there under, future bills are then rendered to him/her without an adjustment to, or from, any particular date with the Company arranging for the requested change in billing and directory listing.
  - 2. If the new customer does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to, and from, the date the transfer is effective.
- B. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former customer has given his/her consent to its use and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new customers and when, in the judgment of the Company, a change in the telephone number is not required.
- C. When a relationship does exist, business or otherwise, between the old and new customer, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid and then only when, in the judgment of the Company, a change in the telephone number is not required.
- D. The charges applicable for transfers of service as indicated above are the same as the service connection charges as described and rated in S3.

## S2.3.5 Initial Service Periods

- A. Unless otherwise specified the service period for all services offered in this tariff is one month, commencing with the date of installation of the service.
- B. The service period relates to each applicable unit of service, either on the initial or subsequent installations.

## S2.3.6 Service at Outdoor Locations

- A. The Company will refuse to provide, maintain, or restore service at outdoor locations unless the customer agrees in writing to accept responsibility and to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment furnished by the Company at such locations.

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S2. GENERAL REGULATIONSS2.3 Establishment and Furnishing of Basic Local Exchange Service (Continued)

## S2.3.8 Provision of Telephone Numbers

The Company reserves the right to change telephone numbers or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of business.

## S2.3.9 Maintenance and Repairs

All ordinary expense of maintenance and repairs to Company facilities on the Company side of the demarcation point, including the network interface device, unless otherwise specified in this tariff, is borne by the Company. In case of damage, loss, theft or destruction of any sort of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

## S2.3.10 Company Facilities at Hazardous or Inaccessible Locations

Where service is to be established at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the customer may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved.

## S2.3.11 Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplate that work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or rearranging of his/her service be performed outside the Company's regular working hours, or that once begun, the work be interrupted so that the Company incurs costs that would not otherwise have been incurred, the customer will be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

## S2.3.12 Disconnection of Service

## A. Disconnection of Service

The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this Tariff or Company Pricelist, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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S2. GENERAL REGULATIONSS2.3 Establishment and Furnishing of Basic Local Exchange Service (Continued)

## S2.3.12 Disconnection of Service (Continued)

## B. Termination of Service by the Customer

1. Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service which has been rendered plus any unexpired portion of an initial service period or applicable termination charges or both.

## S2.4 Payment Arrangements and Credit Allowances

## S2.4.1 Deposits

- A. The Company will comply with the Commission's Rule 4901:1-6-12. Deposit requirements shall be uniformly applied to all residential and small business customers who are assessed a deposit. Such deposit shall conform to the following:
  1. Deposits are not to exceed two hundred thirty percent of a reasonable estimate one month's Service charges.
- B. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.

## S2.4.2 Payment for Service

- A. The Company will endeavor to mail its bills for telephone service on or before the same date each month.
- B. The customer is responsible for payment of all charges in conjunction with the service furnished him/her including "collect", "third number", or "special billed" long distance messages which have been accepted at the customer's telephone and long distance messages originating at the customer's station.
- C. The customer shall pay on a monthly basis in advance all charges for service and shall pay on demand all charges for long distance service. Special billing arrangements may be established for services provided to certain governmental agencies.
- D. For the purpose of computing charges for facilities, and services, except for allowances for interruptions in service, every month shall be considered to have thirty (30) days.
- E. If the bill is not paid within fourteen (14) consecutive days following the date of the bill, the account will be considered delinquent.

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## S2. GENERAL REGULATIONS

## S2.4 Payment Arrangements and Credit Allowances (Continued)

## S2.4.2 Payment for Service (Continued)

- F. Current bills are due upon receipt and are payable at the Company's address as stated on the bill or at any agency duly authorized to receive such payments.
- G. Failure to receive a bill does not relieve the customer of the responsibility for payment in accordance with the provisions set forth herein.
- H. Should any or all service be suspended for nonpayment of charges, it will be restored only as provided under Section S3.2; "Reconnect Charge" of this tariff.
- I. When service has been permanently disconnected as the result of nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.

## S2.4.3 Allowance for Interruptions

The Company will comply with the rules regarding interruption of service, set forth in O.A.C. 4901:1-6-12.

## S2.4.4 Late Payment Charges

## A. Residential Late Payment Charges

A late payment charge will be applied to residential customer bills which remain unpaid after the due date. This charge will be the greater of either \$5.00, or an amount that equals 1.5% of the unpaid charges which are past due; except that the charge is not applicable as specified in S2.4.4.C below or until the amount past due exceeds \$25.00.

Each residential customer shall be permitted a one-time waiver of a late payment charge in cases where the customer has already paid the monthly bill for which the late payment charge was applied, and upon the request of the customer.

## B. Non-Residential Late Payment Charges

A late payment charge will be applied to non-residential customer bills which remain unpaid after the due date. This charge will be the greater of either \$10.00, or an amount that equals 1.5% of all unpaid charges which are past due; except that the charge is not applicable as specified in S2.4.4.C below or until the amount past due exceeds \$10.00.



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S2. GENERAL REGULATIONSS2.4 Payment Arrangements and Credit Allowances(Continued)

## S2.4.4 Late Payment Charges (Continued)

C. The late payment charge does not apply to:

1. Amounts which are in dispute at the time the late payment charge would otherwise be applied.
2. Federal excise tax or any other taxes levied by law directly on the customer.
3. Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
4. Service order charges associated with the commencement of Lifeline service.

D. Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived by the application of a late payment charge.

E. The late payment charge will be assessed on the past due amount 14 days after the bill date.

S2.5 Liability of the Company

## S2.5.1 Service Irregularities

The Company will comply with the rules regarding subscriber billing adjustments for basic local exchange service, set forth in O.A.C. 4901:1-6-12.

## S2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. The Company shall not be liable for any act of omission of any other company or companies furnishing a portion of such service.

## S2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof, against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act of omission of the customer in connection with the facilities provided by the Company.

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## S2. GENERAL REGULATIONS

S2.5 Liability of the Company (Continued)

## S2.5.4 Ownership of and Errors in Telephone Directories

The Telephone Company assumes no liability whatsoever for damages accruing from errors or omissions in the making or printing of the directory. The Telephone Company will not be party to controversies arising between subscribers or others as a result of listings published in the directory.

## S2.5.5 Defacement of Premises

The Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

## S2.5.6 Handling of Consumer Complaints

The Company will comply with the rules regarding the handling of consumer complaints as set forth in O.A.C. 4901:1-6-30.

S2.6 Telecommunications Relay Services (TRS)

Customers will be assessed a charge per line per month to fund the Telecommunication Relay Services for the State of Ohio in accordance with Section 4905.84 and Section 4901:1-6-36 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

The TRS assessment will be applied on a per month basis.

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## S3. SERVICE CHARGES

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## S3. SERVICE CHARGES

S3.1 Service Connection Charges – Basic Local Exchange Service

## S3.1.1 Description

The term "Service Connection Charge" refers to charges applying per occurrence to customer-initiated requests for establishment of Basic Local Exchange Service.

## S3.1.2 Definition and Rates

A service connection charge results from one or more of the following work functions necessary to perform the service requested.

A. SERVICE ORDERING CHARGE

1. INITIAL SERVICE ORDER CHARGE is the charge for work performed by the Company in connection with the receiving, recording, and processing of requests for the establishment or relocation of service at a new location. One Initial Service Order Charge applies for each order received.

	<u>Business</u>	<u>Residence</u>
Initial Service Order Charge	22.45	16.75

- B. CENTRAL OFFICE CHARGE is the charge for the work associated with establishing or changing a line connection in the central office. One central office charge applies to each line connection established or changed.

	<u>Business</u>	<u>Residence</u>
Central Office Charge	24.10	20.50

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## S3. SERVICE CHARGES

S3.1 Service Connection Charges – Basic Local Exchange Service (Continued)

## S3.1.2 Definition and Rates (Continued)

- C. VISITATION CHARGE is for the expense associated with traveling to a customer's premise and for work associated with the placement and connection of or inspection of drop wires at the premise. The charge includes cable cross connections, placing and/or inspection of protective devices. One visitation charge applies to each line connected.

	<u>Business</u>	<u>Residence</u>
Visitation Charge	29.55	18.60

## S3.1.3 Application of Charges

- A. Where the service desired necessitates the use of more than one item of service subject to a service connection charge, the total charge is the sum of the separate service connection charges for each item of service furnished except as hereinafter provided.
- B. The charges specified hereinafter do not contemplate work being performed by the Company employees at a time when overtime wages apply due to the request of the customer, nor do they contemplate work begun being interrupted by the customer. If the customer requests overtime labor being performed or interruption once work is begun, a charge in addition to the specified charges will be made equal to the additional cost involved.

S3.2 Reconnect Charge

1. A charge applying to restoring service following a suspension of such service for non-payment of charges.
2. Service will be restored upon payment of charges due or at the discretion of the Company, a substantial portion thereof and is in addition to the reconnect charge per line.

	<u>Business</u>	<u>Residence</u>
Reconnect Charge (Non-Payment)	28.45	28.45

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## S4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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## S4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S4.1 Construction Charges

## S4.1.1 General

Under certain conditions as hereinafter set forth and pursuant to Chapter 4901:1-6-33 of the P.U.C.O. rules, construction charges are applied to cover all or a portion of the unusual expense incurred by the Company in the establishment of service in addition to the rate for the class and type of service furnished and to any mileage charges or other charges that will apply in accordance with this tariff.

Advance payments covering construction charges will be required at the time the application for service is made and are based on an estimate of the expense to be incurred by the Company in providing construction required. The advance payment will be credited against the actual cost upon completion of construction and the difference will be charged or credited to the customer.

Material and labor which may be furnished by the applicant as hereinafter set forth are subject to the approval of the Company. All telephone plant construction on private property must be in accordance with the Company's standard specifications and written easements must be secured before construction commences. The cost associated with any moves or changes to existing Company facilities initiated at the request of the customer will be borne solely by the customer.

If the Company has started construction to provide service to a customer and the customer cancels the service application prior to construction being completed, then the customer shall reimburse the Company for any and all cost incurred for construction completed on the date of such cancellation.

For the application and administration of attachments or occupancy by a third party to Company facilities, refer to Section 9 of this tariff as it now exists or as it may be revised or supplemented.

## S4.1.2 Private Property Construction

When a customer is so located that it is necessary to use private right-of-way to furnish service and the Company is unable to obtain the required right-of-way without additional expense, the customer will be required to pay the expense (or rental) incurred by the Company in securing and retaining such right-of-way. Additionally, when the Company attaches its facilities to poles of other companies in lieu of providing pole line construction, the applicable charges are the same as those incurred by the Company.

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## S4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S4.1 Construction Charges (Continued)

## S4.1.3 Private Property Construction - Entrance Facilities

When a customer requests entrance facilities, those facilities are to extend from the main pole line, property line, or rear lot line easement to the customer's point of protection and/or demarcation point.

When wire facilities are constructed on private property, the cost of labor and material, plus supervision and overhead expenses for the first 150 feet of construction from the main pole line, property line, or rear lot line easement, shall be borne by the Company, except:

1. Conduit construction - see S4.1.4.
2. Direct Buried Facilities - see S4.1.5.
3. When conditions imposed by a customer make the installation unusual, the additional expense incurred by the Company shall be borne by the customer.

All costs, including labor and materials, plus supervision and overhead expenses, associated with the construction of wire facilities in excess of 150 feet and up to the protector and/or demarcation point shall be borne by the customer. Such aerial or underground extensions on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.

The entrance facility up to and including the protector and/or demarcation point will always remain under the exclusive control and ownership of the Company. The maintenance and renewal of wire facilities on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.

## S4.1.4 Private Property Construction - Underground Conduit

The Company will place the necessary conduit in the street to the main pole line, property line, or rear lot line easement at no expense to the customer.

If the customer elects to have the Company construct a conduit system on private property either entrance and/or distribution, the Company will charge the customer the cost of labor and materials, plus supervision, and overhead expenses. Such conduit facilities on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.

If the customer elects to construct and install an entrance conduit system and/or distribution conduit system, the customer will construct the system in accordance with the Company's standard specifications and be subject to approval by the Company. Expense for the conduit system will be borne solely by the customer. Such conduit facilities on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.



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## S4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S4.1 Construction Charges (Continued)

## S4.1.5 Private Property Construction - Direct Buried Facilities

The installation of a buried facility will be provided at the customer's or builder's request where conditions permit. The final decision as to the feasibility of providing and the type and method of installation of the direct buried facility will rest at all times with the Company.

The Company will place the necessary buried facilities in the street to the main pole line, property line, or rear lot line easement at no expense to the customer.

If the customer elects to have the Company construct a direct buried facility on private property either entrance and/or distribution, the Company will charge the customer for the cost of trenching or plowing, plus supervision, and overhead expenses. Such trenching or plowing of buried facilities on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.

If the customer elects to construct and install the direct buried facility either entrance and/or distribution, the customer will construct the facility in accordance with the Company's standard specifications and be subject to approval by the Company. Expense for the direct buried facility will be borne solely by the customer. Such facilities on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.

## S4.1.6 Private Property Construction - Distribution Facilities

For the construction of customer distribution wire facilities on private property, the Company will charge the customer the cost of labor and materials, plus supervision and overhead expenses. Customer distribution wire facilities constructed on private property are to be under the exclusive control of the Company as long as they are connected with the system of the Company.

The maintenance and renewal of distribution wire facilities on private property shall be at the expense of the customer, but under the exclusive control and direction of the Company.

If, and/or when the system of the Company is no longer part of the distribution facility, then control of the facility shall revert back to the customer.

## S4.1.7 Special Types of Installation

When a special type of installation is desired by the customer or where the individual requirements of a particular situation make the installation unusually expensive, the customer is required to bear the excess cost of such installation.

## S4.1.8 Temporary Installation

When an installation is required for temporary service and there is no immediate prospect of reusing the plant provided, the customer will be required to bear the cost of such installation over and above all other regular charges for service and equipment.

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S5. DIRECTORY LISTINGS

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S5.2 Primary Listings

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S5. DIRECTORY LISTINGSS5.1 General Provisions

- A. The regulations specified herein for directory listings apply only to the alphabetical section of the directory assistance records. Listings are indented solely for the purpose of identifying customer's telephone numbers and as an aid to the use of the telephone service.
- B. The listing of customers either without charge or at the rate specified in the Company pricelist at [www.windstream.com](http://www.windstream.com) for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement. In accepting listings as requested by customers or prospective customers, the Company will not be a party to controversies between customers as a result of the publications of such listings in its directories.
- C. Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when in its judgment such listings would tend to delay or impede the use of the service.
- D. 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 judgment the clearness of the listing and the identification of the customer is not impaired thereby.
- E. Except as hereinafter provided, only one listing is furnished without charge for each access line. Where a number of access lines are provided on a rotary basis, they are considered as one service.
- F. If additional listings are required to properly identify the customer, such additional listings may be provided without charge to the extent that the number of listings allowed does not exceed the number of access lines associated with that service. Additional listings on rotary numbers usually bear the call number of the first line of the rotary group but, at the customer's request they may bear any one of the rotary numbers.
- G. All listings of a customer's services which are located on the same premises must bear the same address except in the case of outside stations, when the address may be shown as the premise where the outside station is located.
- H. Directory listings showing the appropriate station number may be furnished indented under the main listing of additional listing at the charge of additional listings. Such listings may be specific departments, locations or titles of key personnel.

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S5. DIRECTORY LISTINGSS5.1 General Provisions (Continued)

- I. Street numbers followed by the names of streets will be used in identifying the locations of the customer except when in the judgment of the Company names of buildings, shopping centers, apartment houses or communities serve as a better means of identification. The use of floor, room or suite numbers of buildings or apartment houses or other such designations is not permitted.
- J. Listings in connection with semi-public telephone service are furnished under the same rates and regulations as other business service. Listings are not provided in connection with public telephone service except when the listing will facilitate the operations of the Company, no additional listings are permitted.
- K. When, in the judgment of the Company, the use of reference or other listings in excess of the number of listings permitted without extra charge as previously outlined, are needed for better identifications of the customer or governmental offices to facilitate the Company's operations, such listing may be provided without charge.
- L. In connection with business service, a descriptive term characterizing the listed party's business in a general way, is furnished (in abbreviated or contracted form) as a part of the listing where desired. However, when the character of the listed party's business is already apparent from the form of the corporate or firm name, the business alpha designation is unnecessary and is not furnished.
- M. A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a listing unless the customer shows satisfactory evidence that he/she is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service or which in its judgment are otherwise objectionable or unnecessary for identification purposes.

S5.2 Primary Listings

- A. Primary listings consist of a name, a designation descriptive of the customer's business if not self-explanatory, the address at which service is rendered and the business telephone number. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service but the listing may be in the name of a second party so designated by the customer.
- B. A dual name listing may be provided as the primary listing for residential service for two persons who share the same surname and reside at the same address or for a person known by two first names. A dual name listing consists of a surname, two first names, an address and telephone number.
- C. Listings of clergymen, physicians, surgeons, dentists, veterinary surgeons, professors, government officials, etc., may for the purpose of identification include abbreviated designations of titles.

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S6. COIN TELEPHONE SERVICE

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S6. COIN TELEPHONE SERVICES6.1 Customer-Owned Coin-Operated Telephone (COCOT) Service

## A. Application

This section contains regulations, rates and charges applicable to Customer-Owned, Coin-Operated Telephone (COCOT) Service required by The Public Utilities Commission of Ohio Opinion and Order for Case No. 84-863-TP-COI as entered in the Journal January 29, 1985 and the Opinion and Order in Case No. 88-452-TP-COI as entered in the Journal February 21, 1990.

## B. General

1. The Company will permit the resale of Local Telephone Service associated with Customer-Owned, Coin-Operated Telephone (COCOT) Service.
2. Customer-Owned, Coin-Operated Telephone (COCOT) Service is basic exchange service provided to customers for the connection of a Customer-Owned, Coin-Operated Telephone.

## C. Regulations

1. COCOT Service is provided on an Individual Business Access Line basis only.
2. Should customers choose to provide their own wiring for use with COCOT equipment, it must meet the conditions as specified in S12.
3. COCOT owners must submit a completed "Application to Provide Customer-Owned, Coin-Operated Telephone Service in the State of Ohio" to the Telephone Company prior to the connection of their service.
4. COCOT owners must provide service in compliance with all PUC of Ohio Rules and Regulations governing COCOTS.
5. Failure to adhere to the requirements listed in this section will result in disconnection of service.
6. The COCOT owner may subscribe to Selective Call Screening and/or Billed Number Screening, as described in the pricelist located online at [www.windstream.com](http://www.windstream.com). Outgoing calls placed through the toll operator must be made collect, billed to a third number or billed to a credit card. Incoming toll calls are not completed collect to the COCOT or billed with the COCOT as the billing number.

## D. Charges

1. A monthly Access Line charge in the amount of \$13.66 shall be the proper rate to be applied to an access line to support instrument implemented smart payphones.
2. A monthly Access Line charge, as indicated above in S6.1.D.1. plus \$2.03, shall be the proper rate to be applied to an access line that utilizes central office provided coin services Service.
2. Service Connection Charges, as listed in S3.1 of this tariff, will apply for activation or any subsequent moves or changes in the access line service.

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S7. LOCAL ACCESS LINE SERVICE

## S7.1 EXTENDED LOCAL CALLING SERVICE (ELCS)

## S7.1.1 Description

- A. Extended Local Calling Service will be provided in lieu of new Extended Area Service (EAS), whether one-way or two-way, between specific exchanges of the Company and to exchanges of other telephone companies when ordered by the Public Utilities Commission of Ohio (PUCO) in an Extended Area Service complaint case.
- B. All Extended Area Service existing prior to the establishment of Extended Local Calling Service will continue in its present form unless discontinued by order of the Public Utilities Commission of Ohio.
- C. Extended Local Calling Service is a local service offering; therefore, any stimulation to calling volumes between exchanges that occurs after its implementation may not be used as a basis for requests for any type of flat rate toll alternative.
- D. Extended Local Calling Service is available with all classes of service and to all customers within the specific exchange.
- E. Extended Local Calling Service is restricted to customer-dialed, station-to-station, sent paid calls to the extended exchange(s) and does not apply to operator-assisted calls.

## S7.1.2 Rates

- A. Implementation of Extended Local Calling Service in an exchange will not affect the monthly rate, as indicated in other sections of this tariff, for access line service.
- B. Extended Local Calling Service is provided at the following rates:

Initial and additional Minute Rate

- a) Monday through Sunday and  
Holidays all day: \$ .05



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## S7. LOCAL ACCESS LINE SERVICE

## S7.1 EXTENDED LOCAL CALLING SERVICE (ELCS)

## S7.1.2 Rates (cont'd)

- C. Charges for calls made where Extended Local Calling Service has been implemented, whether between exchanges of the Company or to exchanges of other telephone companies, are based upon the duration of each call as explained below:

## 1. Duration

- a. Initial minute rates are for connections of one minute, or any fraction thereof.
- b. Additional minute rates are for each additional minute, or any fraction thereof, that the connection continues beyond the initial minute.
- c. Chargeable time is started when the called party answers or when the caller is connected to automatic answering recording equipment.
- d. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- e. Chargeable time does not include time lost because of faults or defects in the service.

## S7.1.3 Availability

- A. Extended Local Calling Service is provided in the following exchanges:

<u>Exchanges In Which Service is Offered</u>	<u>Exchange(s) Which Can Be Called</u>
**Hinckley	Medina
**Hiram	Kent
**Hiram	Ravenna
**Little Hocking	Barlow
**Madison	Painesville
**Mesopotamia	Bristolville
**Mesopotamia	Warren
**Montville	Painesville

\*\* Two-Way Service

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## S7. LOCAL ACCESS LINE SERVICE

## S7.2 MODIFIED EXTENDED LOCAL CALLING SERVICE (MELCS)

## S7.2.1 Description

- A. Modified Extended Local Calling Service (MELCS) provides measured rate calling between specific exchanges of the Company and to exchanges of other telephone companies, when ordered by the Public Utilities Commission of Ohio (PUCO) in an Extended Area Service complaint case, with optional calling packages available as specified in S7.2.1 (C) and (D) below.
- B. MELCS is a local service offering; therefore, any stimulation to calling volumes between exchanges that occur after its implementation may not be used as a basis for any flat rate alternative besides the flat rate additives as listed in this section.
- C. MELCS is available to residence and business customers in the exchanges and routes as listed in Section S7.2.3.
- D. MELCS is restricted to customer dialed, station to station calls, and does not include operator assisted calls.

## S7.2.2. Rates – Residential\*

- A. Implementation of MELCS in an exchange will not affect the monthly rate as indicated in other sections of this tariff.
- B. Rate per minute

All measured MELCS calls are charged at \$.05 per minute for initial and additional minutes. No time of day, day of week, or holiday discounts apply to the MELCS measured rate.

## S7.2.3 Availability

- A. MELCS is provided in the following exchanges:

<u>Exchanges in which service is offered</u>	<u>Exchanges which can be called</u>
Ashtabula	Andover, Conneaut, Dorset, Rock Creek, Trumbull
Austinburg	Jefferson
Dorset	Ashtabula, Kingsville, New Lyme
Geneva	Jefferson, Rock Creek
Kingsville	Dorset, Jefferson, Pierpont
Perry	Cleveland Metropolitan Area, Leroy, Mentor and Thompson
Pierpont	Andover, Kingsville
Richfield	Akron, Montrose (Summit County)
Rock Creek	Ashtabula, Colebrook, Geneva, New Lyme, Windsor
Trumbull	Ashtabula, Jefferson

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## S7. LOCAL ACCESS LINE SERVICE

## S7.3 MODIFIED EXTENDED LOCAL CALLING SERVICE II (MELCS II)

S7.3.1 General

- A. Modified Extended Local Calling Service II (MELCS II) allows mandatory one-way customer dialed calling to another exchange without the application of message toll rates. A customer receives measured rate calling between the specified exchange areas. Routes applicable to MELCS II are shown in S1D.1F(2) below.
- B. The MELCS II is a local service offering, therefore, any stimulation to calling volumes between exchanges that occur after its implementation may not be used as a basis for any flat rate alternative.
- C. Calls may be placed only from the customer's access line bearing the telephone number for which the customer is billed for the MELCS II Plan. Such calls shall be customer dialed, station-to-station calls. If a call is operator handled, the applicable message toll rate will apply.
- D. The MELCS II Plan will not be furnished with Foreign Exchange Service.
- E. The Company's "General Regulations", as published in its General Customer Services Tariff, apply to the extent pertinent to the MELCS II Plan.
- F. Application of Rates -
- (1) Implementation of the MELCS II Plan in an exchange will not affect the monthly rate as indicated in other sections of this tariff.
- (2) Routes and per minute residential rates for calling provided under the MELCS II Plan are as follows:

<u>Originating Exchange</u>	<u>MELCS II Local Calling Point</u>	<u>Rate Per Minute</u>
Aurora	Akron	\$.07
Northfield	Akron	\$.07
Twinsburg	Akron	\$.07

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S7. LOCAL ACCESS LINE SERVICE

S7.4 PILOT SERVICE PLANS

S7.4.1 General

- A. Pilot Service Plans allow one-way customer dialed calling to specified exchange areas within Ohio, without the application of message toll rates. A customer receives measured rate calling between the specified exchange areas.
- B. These Pilot Service Plans are local service offerings; therefore, any stimulation to calling volumes between exchanges that occur after its implementation may not be used as a basis for any flat rate alternative besides the flat rate additives as listed in this section, or as this paragraph may be amended in the future.
- C. Application of Rates
  - (2) All measured minutes are charged at a specified rate per minute for initial and additional minutes.

S7.4.2 Pilot Service Plans Available:

The following Pilot Service Plans are available in the exchange areas set forth below, to the exchanges indicated.

<u>Pilot Service Plan Name</u>	<u>Offered In</u>	<u>Exchanges to which Calls may be made</u>
Complete Countywide Calling Plan	Chardon	Bainbridge, Burton, Middlefield, Parkman and Russell
County Community Plan	Bainbridge East Claridon Middlefield Parkman Russell	Chardon Chesterland Chardon Chardon Chardon
Expanded Community Calling Plan	Chardon	Mentor, Painesville, and Kirtland
Metropolitan Calling Plan	East Claridon Huntsburg Middlefield Montville Newbury Parkman Thompson	Cleveland Metro <sup>1</sup> Cleveland Metro <sup>1</sup> Cleveland Metro <sup>1</sup> Cleveland Metro <sup>1</sup> Cleveland Metro <sup>1</sup> Cleveland Metro <sup>1</sup> Cleveland Metro <sup>1</sup>

<sup>1</sup> The Cleveland Metro includes Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmsted Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe, and Willoughby.

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S7. LOCAL ACCESS LINE SERVICE

S7.4 PILOT SERVICE PLANS (Continued)

S7.4.2 Pilot Service Plans Available (Continued):

<u>Pilot Service Plan Name</u>	<u>Offered In</u>	<u>Exchanges to which Calls may be made</u>
Contiguous Community Calling Plan	Bloomington	Amsterdam, Jewett, Richmond, and Smithfield
	Centerville	Beallsville
	Cumberland	Byesville, Caldwell, Cambridge, McConnelsville, New Concord, Norwich, Philo, Reinersville Hackney and Zanesville
	Fairview	Cambridge, Flushing, Freeport, and St. Clairsville
	Hopedale	Adena, Jewett, Smithfield, and Steubenville
	Morristown	Flushing
	Old Washington	Byesville, Freeport, New Comerstown and Quaker City
	Powhatan Point	Beallsville, Clarington, and St. Clairsville
	Quaker City	Byesville, Caldwell, Cambridge, Lewisville, Old Washington, St. Clairsville, Somerton, Summerfield and Woodsfield.

S7.4.3. Pilot Service Plans - Per Minute Use for Measured Service

The following rates will apply per minute of use, regardless of time of day or distance:

	Residential Rates*	Classification
Complete Countywide Plan	\$.05	Tier 2
County Community Plan	\$.05	Tier 2
Expanded Community Calling Plan	\$.07	Tier 2
Metropolitan Calling Plan	\$.07	Tier 2
Contiguous Community Calling Plan	\$.05	Tier 2

\* Business Tier 2 service rates can be found in the Company Price List at [www.windstream.com](http://www.windstream.com).

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S7. LOCAL ACCESS LINE SERVICE

S7.5 MONTHLY RATES FOR BASIC LOCAL EXCHANGE SERVICE

For the purposes of determining exchange service monthly access line rates, exchanges are classified in rate groups according to the total main telephones in a local calling area. The local calling area is the area within which customers make calls without the payment of message toll charges and may include one or more exchange areas.

RATE GROUP CLASSIFICATION AND LIMITS

<u>Rate Schedule Band</u>		<u>Total Main Telephone in Local Calling Area</u>
Band 1		0 - 192,000
Band 2		192,001 - 384,000
Band 3		384,001 - up
<u>Band 1:</u>	Ashtabula Austinburg Bloomingdale Centerville Chardon Chester Coolville Cumberland Dorset East Claridon Fairview	Geneva Hiram Hopedale Hudson (653) Huntsburg Kingsville Little Hocking Madison Mesopotamia Middlefield Montville
		Morristown Newberry Old Washington Parkman Perry Pierpont Powhatan Point Quaker City Rock Creek Thompson Trumbull
<u>Band 2:</u>	Hudson (650/655)	Peninsula
<u>Band 3:</u>	Aurora Bainbridge Chardon (EAS)	Hinckley Northfield Richfield
		Russell Twinsburg

INDIVIDUAL ACCESS LINE RATES

	<u>Residential</u>	<u>Business*</u>	<u>School</u>
Band 1:	\$12.10	\$24.30	\$15.15
Band 2:	14.55	29.15	20.00
Band 3:	15.25	30.55	21.40

\*Business line rate is applicable for customers with 3 or less individual lines that are sold separately. Other services and for customers subscribing to 4 or more lines are provisioned out of the Company pricelist located online at [www.windstream.com](http://www.windstream.com).

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## S7. LOCAL ACCESS LINE SERVICE

## S7.6. LOCAL CALLING SCOPE

The rates as shown in Section 7, Sheet No. 1 are monthly rates and entitle the customer to local calling to the following exchanges. Customers can call their own exchange and the Flat Rate EAS Exchanges with no per minute charge, unless subscribing to the optional Message Rate service. Calling to the Measured Rate EAS Exchanges will result in a per minute local measured rate, as found in the Price List. (In some cases, optional block of time or unlimited plans are available for the various MELCS/Pilot Plans. See the Price List for details.)

<u>Customer Located in Exchange:</u>	<u>Flat Rate EAS Exchanges, including the Local Serving Exchange:</u>	<u>Measured Rate EAS (ELCS, MELCS, Pilot Plans) Exchanges</u>
Ashtabula	Austinburg, Geneva, Kingsville, Pierpont, Jefferson	MELCS: Andover, Conneaut, Dorset, Rock Creek, Trumbull
Aurora	Bainbridge, Hudson, Twinsburg, Kent, Mantua, Cleveland Metro <sup>1</sup>	MELCS II: Akron
Austinburg	Ashtabula, Geneva, Madison, Perry, Rock Creek, Trumbull	MELCS: Jefferson
Bainbridge	Aurora, Newbury, Russell, Burton, Cleveland Metro <sup>1</sup>	County Community: Chardon
Bloomington	Hopedale, Steubenville	Contiguous Community Calling: Amsterdam, Jewett, Richmond, Smithfield
Centerville	Powhatan Point, Bellaire, Bethesda, St. Clairsville	Contiguous Community Calling: Beallsville
Chardon	Option 1) East Claridon, Huntsburg, Montville, Newbury, Thompson <sup>2</sup> Option 2) East Claridon, Huntsburg, Montville, Newbury, Thompson, Cleveland Metro <sup>1</sup> , Chesterland	Complete Countywide: Bainbridge, Burton, Middlefield, Parkman, Russell Extended Community Calling: Mentor, Painesville, Kirtland
Chester	Coolville, Pomeroy	
Coolville	Chester, Little Hocking, Guysville	
Cumberland		Contiguous Community Calling: Byesville, Caldwell, Cambridge, McConnelsville, New Concord, Norwich, Philo, Reinersville, Hackney, Zanesville

<sup>1</sup> The Cleveland Metro includes Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmsted Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe, and Willoughby.

<sup>2</sup> Option 1 is grandfathered and only available to existing customers at existing locations.

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## S7. LOCAL ACCESS LINE SERVICE

## S7.6 LOCAL CALLING SCOPE (Continued)

<u>Customer Located in Exchange:</u>	<u>Flat Rate EAS Exchanges, including the Local Serving Exchange:</u>	<u>Measured Rate EAS (ELCS, MELCS, Pilot Plans) Exchanges</u>
Dorset	Andover, Jefferson, Pierpont	MELCS: Ashtabula, Kingsville, New Lyme
East Claridon	Burton, Windsor, Chardon, East Claridon, Huntsburg, Mesopotamia, Middlefield, Parkman, Montville	County Community: Chesterland Metropolitan Calling: Cleveland Metro <sup>1</sup>
Fairview	Morristown, Old Washington, Quaker City, Barnesville	Contiguous Community Calling: Cambridge, Flushing, Freeport, St. Clairsville
Geneva	Ashtabula, Austinburg, Madison, Perry, Trumbull	MELCS: Jefferson, Rock Creek
Hinckley	Richfield, Brunswick, Cleveland Metro <sup>1</sup>	ELCS: Medina
Hiram	Garrettsville, Mantua	ELCS: Kent, Ravenna
Hopedale	Bloomington, Cadiz	Contiguous Community Calling: Adena, Jewett, Smithfield, Steubenville
Hudson	Option 1) (653 Central Office) Aurora, Northfield, Peninsula, Twinsburg, Kent  Option 2) (342, 650, 655 Central Office): Aurora, Northfield, Peninsula, Twinsburg, Kent, Akron	
Huntsburg	Burton, Windsor, Chardon, East Claridon, Mesopotamia, Middlefield, Parkman, Montville	Metropolitan Calling: Cleveland Metro <sup>1</sup>
Kingsville	Ashtabula, Conneaut	MELCS: Dorset, Jefferson, Pierpont
Little Hocking	Coolville, Belpre	ELCS: Barlow
Madison	Austinburg, Geneva, Perry, Thompson, Trumbull	ELCS: Painesville

<sup>1</sup> The Cleveland Metro includes Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmsted Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe, and Willoughby.



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## S7. LOCAL ACCESS LINE SERVICE

## S7.6 LOCAL CALLING SCOPE (Continued)

<u>Customer Located in Exchange:</u>	<u>Flat Rate EAS Exchanges, including the Local Serving Exchange:</u>	<u>Measured Rate EAS (ELCS, MELCS, Pilot Plans) Exchanges</u>
Mesopotamia	North Bloomfield, Windsor, East Claridon, Huntsburg, Middlefield, Parkman	ELCS: Bristolville, Warren
Middlefield	Burton, North Bloomfield, Windsor, East Claridon, Huntsburg, Mesopotamia, Middlefield, Parkman	County Community: Chardon Metropolitan Calling: Cleveland Metro <sup>1</sup>
Montville	Chardon, East Claridon, Huntsburg, Montville, Thompson, Trumbull	ELCS: Painesville Metropolitan Calling: Cleveland Metro <sup>1</sup>
Morristown	Fairview, Barnesville, Bethesda, St. Clairsville	Contiguous Community Calling: Flushing
Newbury	Bainbridge, Chardon, Newbury, Russell, Burton, Chagrin Falls, Chesterland	Metropolitan Calling: Cleveland Metro <sup>1</sup>
Northfield	Hudson, Peninsula, Twinsburg, Cleveland Metro <sup>1</sup>	MELCS II: Akron
Old Washington	Fairview, Cambridge	Contiguous Community Calling: Byesville, Freeport, New Comerstown, Quaker City
Parkman	Burton, Garrettsville, East Claridon, Huntsburg, Mesopotamia, Middlefield	County Community: Chardon Metropolitan Calling: Cleveland Metro <sup>1</sup>
Peninsula	Hudson, Northfield, Richfield, Akron	
Perry	Austinburg, Geneva, Madison, Trumbull, Painesville	Contiguous Community Calling: Leroy, Mentor, Thompson, Wickliffe, Willoughby Metropolitan Calling: Cleveland Metro <sup>1</sup>
Pierpont	Dorset, Ashtabula, Conneaut, Jefferson	MELCS: Andover, Kingsville
Powhatan Point	Centerville, Bellaire	Contiguous Community Calling: Beallsville, Clarington, St. Clairsville

<sup>1</sup> The Cleveland Metro includes Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmsted Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe, and Willoughby.

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## S7. LOCAL ACCESS LINE SERVICE

## S7.6 LOCAL CALLING SCOPE (Continued)

<u>Customer Located in Exchange:</u>	<u>Flat Rate EAS Exchanges, including the Local Serving Exchange:</u>	<u>Measured Rate EAS (ELCS, MELCS, Pilot Plans) Exchanges</u>
Quaker City	Fairview, Barnesville	Contiguous Community Calling: Byesville, Caldwell, Cambridge, Lewisville, Old Washington, St. Clairsville, Somerton, Summerfield, Woodsfield
Richfield	Hinckley, Peninsula, Cleveland Metro <sup>1</sup>	MELCS: Akron, Montrose (Summit County)
Rock Creek	Austinburg, Trumbull, Jefferson, Orwell	MELCS: Ashtabula, Colebrook, Geneva, New Lyme, Windsor
Russell	Bainbridge, Newbury, Russell, Burton, Chesterland, Cleveland Metro <sup>1</sup>	County Community: Chardon
Thompson	Montville, Chardon, Trumbull, Madison	Metropolitan Calling: Cleveland Metro <sup>1</sup>
Trumbull	Austinburg, Geneva, Madison, Montville, Perry, Rock Creek, Thompson, Windsor, Orwell	MELCS: Ashtabula, Jefferson
Twinsburg	Aurora, Hudson, Northfield, Cleveland Metro <sup>1</sup>	MELCS II: Akron

<sup>1</sup> The Cleveland Metro includes Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmsted Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe, and Willoughby.

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S8. SERVICE ARRANGEMENTSCONTENTS

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## S8. SERVICE ARRANGEMENTS

S8.1 Access Line Service

## BASIC LOCAL EXCHANGE SERVICE (BLES)

Individual access line residential or 3 lines or less business Individual access line service. BLES is offered by the Company pursuant and in compliance with the commission's service requirements for BLES found in rule 4901:1-6-12 of the Administrative Code and 4927.01(A)(1) of the Revised Code.

## S8.1.1 Individual Line Service

- A. Individual line service is access service provided to a business or residence customer at the applicable monthly access line rate as shown in Section 7 of this tariff. Included in this service is the ability of the customer to presubscribe to the Interexchange Carrier of the customer's choosing. The access line must be provided by the Company.

## S8.1.2 Flat Rate Service

- A. Flat rate service is furnished to the customer at the class of access line service rate indicated in Section 7 of this tariff. This rate remains consistent month-to-month, regardless of the amount of local usage.

S8.2 Demarcation Point

Demarcation Point or Network Interface is the point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or wiring at the customer's premises. The network interface or demarcation point shall be located on the customer's side, and within 50 feet, of the Company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the local Company's reasonable and nondiscriminatory standard operating practices. A Company provided outlet will be required at the demarcation point when new customer-owned premise wiring is installed or modifications are made to existing customer-owned premise wiring.

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## S8. ENHANCED CENTRAL OFFICE SERVICES

S8.3 Tel-Touch Calling Service

## S8.3.1 General

Tel-Touch Calling provides for the origination of telephone calls through the use of push-buttons in lieu of a rotary dial.

Tel-Touch Calling Service is furnished for use to all classes of access service, certain branch exchange and dial selection intercommunicating systems. It may be furnished to either one or both customers on a two-party line.

## S8.3.2 Rates:

Business, per line	\$ 5.00
Residential per line	0.00

## S8.3.3 Application of Charges

- A. When an established service is changed from rotary dial service to Tel-Touch Calling Service, the subsequent service order, central office and visitation (if applicable) charges will apply.
- B. When a customer having Tel-Touch Calling Service changes his/her service location within an exchange or to another exchange of this Company, installation charges related to the establishment of the Tel-Touch Calling Service as indicated in S8.3.3 will not apply.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S9.1 Application

The regulations, rates, and charges specified herein are applicable to all attachments to poles and occupancy of conduit systems or of trench systems within the operating territory of WINDSTREAM WESTERN RESERVE, INC. hereinafter referred to as the Company.

S9.2 Regulations

## S9.2.1 Definitions

- A. BURIED CABLE Cable located below the surface of the ground but not in a part of the Company's conduit system.
- B. COMPANY'S POLES Poles owned by the Company and poles owned by others to the extent that, and for so long as, the Company has the right to permit others to attach in the communications space.
- C. CONDUIT SYSTEM Any reinforced reusable passage or opening in, on, under, or through the ground capable of continuing communications facilities, and includes: main conduit, underground dips and short sections of conduit under roadways, driveways, parking lots and similar conduit installations, laterals to poles and into buildings; ducts; and manholes.
- D. PEDESTAL Any closure, terminal or similar device owned by the Company and used for the connection of buried cable to customer service wires or other apparatus. It does not include telephone devices attached to or within a building or residence being served.
- E. TRENCH SYSTEM Any non-reinforced passage or opening that is trenched, plowed, excavated, dug or bored in, under or through the ground, capable of containing communications facilities. Pedestals and other equipment associated with buried cable in the trench system may be included in the meaning.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.2 Undertaking of the Company

## A. Scope

Subject to the provisions of this tariff, the Company will authorize revocable, nonexclusive attachments of an attachee's communications facilities to a pole or the placement of an attachee's communications facilities in a conduit system or a trench system for any lawful communications purpose.

## B. Limitations

1. No use, however extended, of Company poles, conduit system or trench system, nor payment of any fees or charges required under this tariff shall create or vest in attachee any ownership or property rights in said poles, conduit system or trench system, but attachee's rights therein shall be and remain those of attachment.
2. Nothing herein contained shall be construed to compel the Company to construct, retain, extend, place, or maintain any facilities not needed for its own service requirements.
3. It is recognized by the attachee that the Company has heretofore entered into, or may in the future enter into, agreements and arrangements with others not covered by this tariff regarding the poles, conduit system, and trench system covered by this system. Nothing herein contained shall be construed as a limitation, restriction or prohibition against the Company with respect to such other agreements and arrangements. The rights of the attachee shall at all times be subject to any present or future joint use arrangement between the Company and any other public utility or government agency.

## C. Liability

1. The Company reserves to itself, its successors and assigns, the right to maintain its poles, conduit system, and trench system and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements.



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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.2 Undertaking of the Company (Continued)

## C. Liability (Continued)

2. The Company shall not be liable to the attachee for any interruption to service of the attachee or for interference with the operation of the cables, equipment or facilities of the attachee arising in any manner out of the use of the Company's poles, conduit system, and trench system except from the Company's sole negligence, in which case the Company's liability shall be limited to the cost of repair, if any, of the attachee's cable, equipment or facilities.

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the 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.

3. The attachee shall exercise special precautions to avoid damaging the cables, equipment or facilities of the Company and of Company poles, conduit system, and trench system and attachee hereby assumes all responsibility for any and all loss for such damage. Attachee shall make an immediate report to the Company of the occurrence of any such damage and agrees to reimburse the Company for the expense incurred in making repairs.
4. Attachee shall indemnify and hold the Company harmless against any and all claims, demands, causes of action, damages, costs or liabilities of every kind and nature whatsoever which may arise out of or be caused by (1) the erection, maintenance, presence, use or removal of attachee's cable, equipment, and facilities on the Company's poles, and within the Company's conduit system and trench system, (2) any act of attachment on or in the vicinity of the Company's poles, conduit system, and trench system, or (3) any interruption, discontinuance, or interference with attachee's service to any of its customers occasioned or claimed to have been occasioned by any action of the Company pursuant to or consistent with this tariff. Attachee shall, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings brought or instituted against the Company on any such claim, demand or cause of action, and shall pay and satisfy any judgment or decree rendered against the Company therein, and the

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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S9.2.2 Undertaking of the Company (Continued)

C. Liability (Continued)

attachee shall reimburse the Company for any and all legal expense incurred by the Company in connection therewith. Attachee shall also indemnify, protect, and save the Company harmless from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the attachee's facilities including taxes, special charges by others,

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.2 Undertaking of the Company (Continued)

## C. Liability (Continued)

claims and demands for damages or loss for infringement of copyright, for libel and slander for unauthorized use of television broadcast programs and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture use and operation of the attachee's equipment whether arising from the use of attachee's equipment in combination with the Company's poles, conduit system, trench system or otherwise.

## D. Termination of Authorizations

1. Authorizations for pole and anchor attachments and occupancy of a conduit or trench system granted under provisions of this tariff may be terminated by the Company if:
  - a. the attachee shall fail to comply with any of the terms or conditions specified in this tariff or default in any of its obligations under this tariff and shall fail within thirty (30) days after written notice from the Company to correct such default or noncompliance, the Company may, in addition to any other remedies it may have, forthwith terminate all authorizations to attachee or those authorizations covering the poles, conduit system or trench system as to which such default or noncompliance shall have occurred.
  - b. upon such notice as it in its sole judgment deems reasonable, the Company shall have the right to terminate all, or individual, authorizations to attachee.
  - c. the attachee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking or if, as a result of legislation or of the action of a regulatory body, the provisions specified in this tariff shall, in whole or in part, become illegal, prohibited or impossible of lawful performance. Either the attachee or the Company may at any time notify the other that in its opinion the conditions of termination set forth in this paragraph have been met and that the authorizations for attachments have been terminated. Such notice, in the absence of bad faith, shall be conclusive upon the parties thereto.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.2 Undertaking of the Company (Continued)

## D. Termination of Authorizations (Continued)

- d. the attachee defaults on specifications as specified in other parts of this tariff.
  - e. the insurance carrier shall at any time notify the Company that the policy or policies of insurance, as specified in S9.2.3.E will be canceled or changed so that the requirements of S9.2.3.E will no longer be satisfied, then the authorizations shall cease and terminate upon the effective date of such cancellation or change.
- 2. Upon notice from the Company to the attachee that the Company has been advised by governmental authority or private property owners that the use of any pole, conduit system or trench system is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any pole, any conduit system or any trench system is to be removed, sold or otherwise disposed of, attachee shall, if requested by the Company, remove its cables, equipment, and facilities at once from the affected portion of the Company's conduit system or trench system at the attachee's expense. If it is impractical to remove attachee's cable, equipment or facilities from any trench system, they may be abandoned in place.
- 3. Attachee may at any time remove its facilities from any pole of the Company, but shall immediately give the Company written notice of such removal and surrender of authorization in the format provided by the Company. If the attachee surrenders its authorization but fails to remove its facilities from the Company's poles, the Company shall have the right to remove the attachee's facilities at the attachee's expense and without any liability on the part of the Company for damage or injury to attachee's facilities. In the event that the attachee's cables, equipment, and facilities shall be removed from any pole as provided in this section, no attachment shall again be made to such pole unless attachee shall have first complied with all of the provisions of this tariff as though no such attachment had previously been made.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.2 Undertaking of the Company (Continued)

## D. Termination of Authorizations (Continued)

4. If attachee desires to terminate its license for the right to occupy any part of the Company's conduit system, attachee shall give the Company written notice of such surrender of authorization in the format provided by the Company. In such event, the attachee shall make arrangements with the Company for the removal of the attachee's cables, equipment, and facilities from that part of the Company's conduit system at the attachee's expense. In the event that the attachee's cables, equipment and facilities shall be removed from the Company's conduit system as provided by this tariff, no cable, facilities or equipment shall again be placed in that part of such conduit system unless the attachee shall have first complied with all the provisions of this tariff as though no cables, equipment, and facilities of the attachee had previously been placed in that part of the Company's conduit system.
5. If attachee desires to terminate its authorization for the right to occupy any part of the trench system, the attachee shall give the Company written notice of such surrender of authorization in the format provided by the Company. In such event, attachee shall make arrangements with the Company for the removal of attachee's cables, equipment, and facilities from that part of the trench system at the attachee's expense. However, in the event it is impractical to remove attachee's cable, equipment, and facilities from any trench system, at the attachee's expense. However, in the event it is impractical to remove attachee's cable, equipment, and facilities from any trench system, they may be abandoned in place.
6. All written notices required under this section shall be given in the format provided by the Company and by posting the same in first class mail.

## S9.2.3 Obligation of Attachee

## A. Legal Requirements

1. Attachee will obtain from public authorities and private owners of real property any and all permits, franchises, licenses, and grants necessary for the lawful exercise of any authorization granted under this tariff.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## A. Legal Requirements (Continued)

2. The attachee and the Company shall at all times observe and comply with, and the provisions of this tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this tariff.
3. No authorization granted under this tariff shall extend to any pole or portion of a conduit system or of a trench system where the attachment or placement of attachee's communications facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such poles, conduit system or trench system are located. If the existence of attachee's communications facilities on a pole or in a conduit or trench system would cause a forfeiture of the right of the Company or joint user or both to occupy such property, attachee agrees to remove its communications facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within 60 days of receipt of such written notification the Company may perform and/or have performed such removal without liability on the part of the Company and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result.

## B. Assignment of Rights

1. Attachee shall not assign, transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on any pole or poles of the Company, or within the Company's conduit or trench system or any part thereof, without prior consent in writing of the Company, which consent shall not be unreasonably withheld. However, in any event, attachee may not apportion any of its rights.
2. Subject to the provisions of the above, this tariff shall extend to and bind the successors and assigns of the parties hereto.

## C. Construction, Maintenance, and Removal of Attachee's Facilities

1. Attachee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner acceptable to the Company, and so as not to conflict with the use of said poles by the Company or by other authorized users of said

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## C. Construction, Maintenance, and Removal of Attachee's Facilities (Continued)

poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Attachee shall, at its own expense, upon notice from the Company, relocate or replace its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required. The Company shall give such notice as is reasonable in the circumstances, provided, however, that in case of emergency, (the Company's judgment as to what constitutes an emergency to be conclusive) the Company may arrange to relocate, remove or replace the attachments placed on said poles by the attachee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or of the facilities thereon or which may be placed thereon, or for the service needs of the Company, and the attachee shall reimburse the Company for the expense thereby incurred. Attachee's attachments to poles of Licensor as mentioned herein shall be understood to include attachments of the attachee in space reserved for the Company, or space which the Company has the right to use, on poles of other companies with which the Company now has or may hereafter have agreements for joint use and occupancy; and the use of such space by the attachee shall be subject to the terms and conditions of the agreements between the Company and said other companies.

2. The attachee's cable, equipment, and facilities shall be placed in, removed from, relocated in or maintained in the Company's conduit system only when specific authorization for the work to be performed and approval of the person, firm or corporation selected by the attachee to perform the work, has been obtained in writing in advance from the Company. The Company retains the right to specify what, if any, work shall be performed by the Company.
3. In each instance where the attachee's cable, equipment, and facilities are to be placed in the Company's conduit system, the Company shall specify, among other things, the cable configuration and location of attachee's cable, equipment, and facilities, the particular duct of the conduit system such cable will occupy, and the location where and manner in which the attachee's cable will enter and exit the Company's conduit system.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## C. Construction, Maintenance, and Removal of Attachee's Facilities (Continued)

4. The Company's manholes shall be opened only as permitted by the Company's authorized employees or agents. Attachee shall be responsible for obtaining any necessary permits from the appropriate governmental authorities to open manholes and to conduct work operations. Attachee's employees, agents or contractors will be permitted to enter or work in the Company's manholes only when an authorized agent or employee of the Company is present except as provided in S9.2.3.C.5 following. The Company's said agent or employee shall have the authority to close down the attachee's work operations in and around the Company's manholes if, in the sole discretion of said agent or employee, and hazardous conditions arise or any unsafe practices are being followed by the attachee's employees, agents or contractors. The attachee agrees to pay, in accordance with the terms and conditions of S9.3 following, the full cost of having the Company's agent or employee present when attachee's work is being done in the Company's manholes. The presence of the Company's authorized agent or employee shall not relieve the attachee of its responsibility to conduct all of its work operations in and around the Company's manholes in a safe and workmanlike manner, and in accordance with the provisions of S9.2.3.5 below.
5. Attachee's employees will be permitted to enter or work in the Company's manholes and conduit system without an authorized agent or employee of the Company being present, provided that the attachee's work consists only of routine operations of testing, adjusting, regulating or inspecting the attachee's existing facilities and does not involve any placing, removing, changing or rearranging of the attachee's or the Company's facilities. In such case, the attachee shall notify the Company's designated representative in advance of the attachee's operations as to the type of work to be performed, the time at which it is to be performed and where it is to take place. Attachee shall conduct all such work operations in a safe and workmanlike manner, and in accordance with the terms of S9.2.3.C.5 following.
6. Attachee shall, at its own expense, maintain his buried communication facilities so as not to conflict with the use of the trench system or pedestals by the Company or other authorized users of the trench system or pedestals. Attachee shall, at its own expense, relocate, change or replace its facilities or perform any other work in connection with said facilities that may be required by the Company or other authorities.



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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## C. Construction, Maintenance, and Removal of Attachee's Facilities (Continued)

7. Attachee's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications specified in other parts of this tariff, and in accordance with the requirements and specifications of Administrative Order No. 72 of the Public Utilities Commission of Ohio, and any amendment or revision of said order, and in compliance with any other rules or orders now in effect or that may hereafter be issued by The Public Utilities Commission or other authority having jurisdiction. Unless different standards are specified therein, the provisions of the National Electrical Code (1978 edition) and the National Electrical Safety Code (1977 edition), and any amendments thereto or replacements thereof, shall be applicable. If any part of attachee's distribution system is not so placed or maintained the Company may upon ten days written notice have, remove attachee's distribution system from any or all of the Company's poles, conduit or trench system, or perform such other work and take such other action in connection with said distribution system that the Company deems necessary or advisable, at the cost and expense of the attachee and without any liability therefore; provided, however, that when in the judgment of the Company (such judgment to be conclusive) such a condition may endanger the safety of the Company's employees or interfere with the performance of the Company's service obligations, the Company may take such action without notice to the attachee. As soon as practicable thereafter, the Company will advise the attachee in writing of the work performed on the action taken and endeavor to arrange for reaccommodation of attachee's facilities so affected. The attachee shall be responsible for paying the Company for all costs incurred by the Company for such work, action, and reaccommodation.
8. Attachee, at its expense, will remove its facilities from a pole, or a portion of conduit or trench system within sixty (60) days after;
  - a. termination of the specific authorization covering such attachment or occupancy; or

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## C. Construction, Maintenance, and Removal of Attachee's Facilities (Continued)

- b. the date attachee replaces its existing facilities on a pole with the placement of substitute facilities on the same or another pole, or replaces its existing facilities in one duct with the placement of substitute facilities in another duct.

However, attachee shall be liable for and pay all charges pursuant to provisions of this tariff to the Company until all of attachee's facilities are physically removed from such poles, conduit, and trench systems. If attachee fails to remove its facilities within the specified period, the Company shall have the right to remove such facilities at attachee's expense and without liability on the part of the Company for damage to such facilities or interruption of attachee's services.

9. Should the Company under any provision of this tariff remove attachee's cable, equipment or facilities from the Company's poles or conduit or trench system, the Company will deliver to the attachee the cable, equipment or facilities so removed upon payment by attachee of the cost of removal, storage and delivery, and all other amounts due the Company under the provisions of this tariff. Attachee, upon request of the Company, shall grant the Company a lien on attachee's cable, equipment or facilities within the Company's poles or removed therefrom, with power of public or private sale, to cover any amount due the Company under the provisions of this tariff. Such liens shall not operate to prevent the Company from pursuing, at its option, any other remedy in law equity or otherwise, including any other remedy for in this tariff.
10. When attachee's communication facilities are removed from a pole or conduit or trench system, no reattachment to the same pole or replacement in the same portion of a conduit system shall be made until:
  - a. the attachee has first complied with all of the provisions of this tariff as though no such pole attachment or conduit or trench occupancy had previously been made, and
  - b. all outstanding charges due to the Company for such previous attachment and/or occupancy have been paid in full.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## C. Construction, Maintenance, and Removal of Attachee's Facilities (Continued)

11. Attachee shall advise the Company in writing as to the date on which the removal of its communications facilities from each pole or portion of a conduit or trench system has been completed.

## D. Compliance with Workmen's Compensation

1. The attachee agrees to comply with and qualify under the Workmen's Compensation Laws of the State of Ohio, and also agrees to cause every subcontractor to comply with and qualify under said laws, and shall furnish copies of Certificate demonstrating such compliance to the Company prior to commencement of work.

## E. Insurance

1. Attachee agrees to purchase and maintain liability insurance naming the Company as a co-insured and insuring such named insured against loss or damage on account of claims to bodily injuries, death or property damage suffered by a person or persons in connection with the performance of the provisions of this tariff upon the attachee's part in the single limit amount of (\$500,000) for each occurrence. The insurance required herein shall be evidenced by Certificates of Insurance acceptable to the Company and shall be filed with the Company prior to the commencement of the work.
2. The Certificates shall contain a provision that coverage afforded thereunder will not be modified or cancelled until at least fifteen (15) days prior written notice (or longer period if required by law) has been given to the Company.
3. Said insurance shall also provide contractual liability coverage satisfactory to the Company with respect to liability assumed by the attachee under S9.2.2.C.
4. All insurance required in accordance with this tariff must be effective before the Company will authorize attachment to a pole or occupancy of a conduit system or trench system and shall remain in force until all of attachee's facilities have been removed from all such poles, conduit or trench system. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## F. Attachment and Occupancy Applications

1. Before the attachee shall have a right to attach to any pole of the Company, the attachee shall make application for and receive a revocable, nonexclusive written authorization therefor on the form provided by the Company. Any authorization granted hereunder for attachment to the Company's poles shall terminate without further notice to the attachee as to individual poles covered by the authorization to which the attachee has not attached within 60 days from the date that the Company has notified the attachee that such poles are available for attachment of the operating facilities of the attachee, unless the Company in the exercise of its sole discretion agrees to extend said period at the request of the attachee.
2. Before the attachee shall have the right to place any cable, equipment or facilities within any conduit system of the Company, the attachee shall make application for and receive a revocable, non-exclusive written authorization therefor on the form provided by the Company. Any authorization granted hereunder for placement of the attachee's facilities in the Company's conduit system shall terminate without further notice to the attachee as to individual sections of the Company's conduit system covered by the authorization in which the attachee has not placed its facilities within 90 days from the date that the Company has notified the attachee that such sections of the conduit system are available for the placement of operating facilities of the attachee, unless the Company in the exercise of its sole discretion agrees to extend said period at the request of the attachee.
3. Before the attachee shall have the right to place any cable, equipment or facilities within any trench system of the Company, the attachee shall make application for and receive a revocable, nonexclusive written authorization therefor on the form provided by the Company. Any authorization granted the attachee for the placement of the attachee's facilities in a trench system excavated by the Company shall be terminated if the attachee does not place his facilities in the trench at the appointed time designated by the Company. The Company will make every effort to give the attachee as much advance notification of placing time as possible.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## F. Attachment and Occupancy Applications (Continued)

Should it not be possible, because of unforeseen circumstances, to make the trench available to the attachee at the appointed time, the Company shall not be responsible for any cost or expense incurred by the attachee.

## G. Attachment to Poles Owned by the Company

## 1. General

- a. The attachee is responsible for the proper design, construction, and maintenance of its attachments. Attachments are limited to the attachee's strand-supported cable, service drops, terminals, and necessary appurtenances deemed by the Company to be suitable for pole mounting.
- b. The attachee's attachments shall be plainly identified by appropriate marking satisfactory to the Company.
- c. Attachee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.
- d. Any rearrangement of attachee's facilities or replacement of poles required to accommodate attachee's attachments shall be done by the Company or a contractor authorized by the Company.
- e. All requirements of the National Electrical Safety Code referred to herein shall mean the 1977 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simplify the Safety Code, or to N.E.S.C., have the same meaning.
- f. While many of the standards and technical requirements for attachee's cable, equipment, and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this tariff. In such cases, the Company will in its discretion furnish the attachee written and/or illustrated materials which will specify and explain the required construction.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

- g. All new cable plant installed by an attachee shall be constructed on a strand that is separate from the Company's strand and cable plant.
- h. Attachee may permit a subsequent attachee to attach its cable to the strand and cable of the attachee where it is acceptable to the Company. However, the attachee shall continue to be responsible for the payment of all fees and charges as specified in S9.3.

## 2. Voltage, Power, Electrical Interference

- a. The attachee's attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code (Definition 43). However, all parts of the attachee's attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of the attachee's attachments shall be suitably covered to prevent accidental contact by the general public, the Company's workmen or workmen of another attachee having facilities on the same pole.
- b. The Company shall determine whether the attachee's attachments cause or may cause electrical interference with the Company's communications facilities. Attachee shall, on demand of the Company, correct immediately at the attachee's expense any such interference including, if necessary, removal of the attachments causing the interference.
- c. No attachment shall use the earth as the sole conductor for any part of the circuit.
- d. Attachee shall not circumvent the Company's corrosion mitigation measures (e.g. short circuit insulating joints).

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

## 3. Grounding and Bonding

- a. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a power utility has a ground wire running down the pole, the cabinet can be connected to it if the power utility permits. Where a power utility vertical ground wire is not available, the attachee must provide grounding acceptable to the Company. All cabinets, housings, and metal socket bases on a common pole shall be bonded to each other, to the Company's strand and to the attachee's strand.
- b. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together by the attachee at the first, last, and every intermediate sixth pole until the remaining section between bonds are not more than one thousand feet apart. Strands shall be bonded at or near the first pole on each side of underground dips. All strand bonds are to be made with an insulated #6 copper wire and approved clamps.
- c. Where the attachee has been authorized to attach the bond wire to the Company's strand, the attachee is responsible for completing the bond. If the attachee is not authorized to attach to the Company's strand, the attachee shall attach the bonding wire to its strand and leave a sufficient length of wire to allow the Company to complete the bond. Where the strands of two or more attachees are to be bonded together, the attachee placing the last strand, if authorized to do so by the other attachees, shall make both connections. Where such authorization is not granted by the attachee owning the existing strand, attachee shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such case, the attachee owning the existing strand shall be responsible for completing the bonding.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

- d. Strands attached to the same bolt do not have to be bonded, provided that the strand is not insulated and metal to metal contact is made between bolt and strand.
- e. Where an attachee's strand leaves a pole which carries other supporting communications cable, and the attachee's strand continues to a pole carrying power facilities but no communications facilities of the Company, the attachee's cable shall be:
  - (1) Bonded to the other communications strands on the pole that it leaves.
  - (2) Bonded to an effective ground, preferably within two spans but not greater than ten (10) spans, after leaving said pole, and
  - (3) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp designed for attachment to each specific size of strand involved.
- f. Stands supporting drop wire shall be bonded to the cable suspension strand.

## 4. Clearances

- a. Attachee's attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed following:

N.E.S.C. 1977 Edition  
General Rule

- (1) Vertical clearance on poles jointly occupied by communication facilities and power facilities. 238
- (2) Mid-span clearances between communication facilities and power facilities 238
- (3) Crossing clearances of facilities carried on different supports 238



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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

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## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

N.E.S.C. 1977 Edition  
General Rule

- |     |  |        |
|-----|--|--------|
| (4) | Clearances from street light brackets and associated wiring.   | 238E-3 |
| (5) | Clearances of conductors from another line.  | 234    |
| (6) | Clearances of vertical and lateral conductors from other wires and surfaces on the same support.   | 239    |
| (7) | Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support. | 235A-3 |
| (8) | Vertical clearance of wires above ground or rails.   | 232    |

## 5. Location and Spring

- a. The Company shall specify the location of the attachee's attachments on each pole, including the location of the attachee's riser cables. Cable arms shall not be used in lieu of any additional pole height that may be required.
- b. The minimum vertical separation between the attachee's suspension strand and the Company's suspension strand when located on the same side of the pole shall be twelve (12) inches. Where agreement with the power utility permits the placing of cables on both sides of the poles, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. Separation between the bolt holes shall in any event be at least four (4) inches. The attachee's suspension strand and cable shall be located above the Company's facilities unless the Company permits otherwise. The minimum span separation shall not be less than the separation at the pole.
- c. The minimum separation between the attachee's and the Company's suspension strands specified herein also applies between attachee's strand and the suspension strand of another attachee,

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

and between two or more strands of the attachee; provided, however, that the attachee may agree with another attachee to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

- d. Where the attachee's strand is above the Company's strand, the attachee's strand-mounted equipment housings, and cable drop loops shall be placed at least six inches above the Company's facilities.
- e. Power supply cabinets and other pole-mounted equipment shall not be permitted below the Company's facilities on a pole where any of the following are present:
  - (1) Underground riser cable or pipe.
  - (2) Cross-connecting terminal.
  - (3) Pole-mounted distribution terminal.
  - (4) Pole-mounted closure.
  - (5) Apparatus case.
  - (6) Air dryer.
  - (7) Other equipment that would impair climbing or working space if an additional pole-mounted facility were installed.
- f. Attachee shall be required to place all of its attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space, as defined in the National Electrical Safety Code (Rule 236).
- g. Where by mutual agreement with the power utility, attachment of cables to both sides of the pole is permitted, two attachees may employ a common through bolt provided one attachee accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

- h. Attachee shall not attach its facilities, except the termination of the bond wire when authorized, to the Company's strand or suspension bolt.
- i. Through bolts may not be placed less than 10 inches from the top of the pole.

## 6. Loading

- a. The attachee shall furnish to the Company as part of its application for authorization the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the application storm loading specifications in the Code.
- b. Attachee shall furnish the Company as part of its application for authorization, details as to the weight and size of its cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned, N.E.S.C. Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.
- c. Attachee may lash its cable to the strand of another attachee, where this is acceptable to all other attachees involved and to the Company. Maximum tension of attachee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

## 7. Guying and Stepping

- a. Guying will be required in poles where the total unbalanced load, including the tension due to the attachee's attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of the Company, to withstand the additional load.
- b. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C). On poles supporting communications facilities only, guying shall be in compliance with Grade C construction requirements of the Code.
- c. Guy guards shall be installed in compliance with N.E.S.C. Rule 282E (Supplement 1).
- d. Attachee may attach its guy to the Company's anchor rods where the Company specifically authorizes it in writing.
- e. Attachee will pay the annual rental charges set forth in S9.3 for attachment of his guy to the Company's anchor.
- f. When the Company and/or others have to transfer their guys from an existing anchor to a new anchor to accommodate the guy of an attachee, the attachee shall reimburse the Company as well as others for their costs and expense incurred to perform the necessary transfer work, as well as the cost of replacing the new anchor.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

- g. Should it become for the Company to replace or relocate an anchor to which the attachee is attached, the attachee shall be responsible for the transfer of his own equipment, and if the Company replaces the anchor to provide added strength for the Company's requirements, the anchor shall be replaced by the Company at the attachee's expense if the existing anchor rod would support the Company's attachments without regard to the attachee's guy.
- h. More than one attachee may use a common guy to sustain their combined load.
- i. Guys shall be insulated or grounded as specified in the Safety Code (Rules 282 and 283). Attachee's guys shall not short circuit the Company's guy insulators.
- j. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.
- k. Where the Company determines that because of the attachee's activity on a pole, the pole must be stepped, the Company will have the pole stepped, at the attachee's expense. Licensor will determine the extent, method and manner of stepping required in view of the facilities located on the pole, safety requirements, and the hazards of stepping any particular pole.

## 8. Emergency Conditions

- a. In cases of emergency:
  - (1) The Company's work shall take precedence over any and all operations of the attachee on the Company's pole line.
  - (2) The Company may rearrange at attachee's cable, equipment, and facilities at the expense of the attachee.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

## 9. Pole Replacements and Rearrangements

- a. In granting or denying an authorization the Company reserves the right to determine whether a grant would adversely affect its common carrier communications services and its ability to meet its duties and obligations with respect thereto, including questions of economy, safety, and future needs of the Company and other joint users.
- b. In the event that the Company determines that any pole or poles of the Company to which the attachee desires to make attachments is inadequate to support or accommodate the additional facilities of the attachee in accordance with the specifications set forth in this tariff, and if the Company is willing to replace such poles to permit the attachee's attachments thereto, the attachee agrees to reimburse the Company in accordance with the provisions of S9.3 for the cost and expense of replacing such inadequate poles with suitable poles. Or, in the event that the Company determines that the attachments the attachee desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities thereon, or by purchasing additional pole space from the joint owner or owners of the poles, if any, and if the Company is willing to make such rearrangements, changes or purchases to permit attachee's attachments thereto, the attachee agrees to reimburse the Company in accordance with the provisions of S9.3 for the cost and expense for making such rearrangements, changes or purchases. Attachee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring such facilities to another pole or rearranging such facilities to accommodate the attachee's attachments. Attachee shall not be entitled to reimbursement of any amounts paid to the Company, as aforesaid, by reason of the use by the Company or other authorized users of said poles or of any of the additional pole space so acquired.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

- c. The Company will indicate on the application and authorization, the replacements, changes, rearrangements, and purchases necessary to accommodate the proposed attachments of the attachee together with the amount to be charged therefor and return said application and authorization to the attachee. If the attachee still desires to make the attachments, it shall return the application and authorization marked to so indicate, tendering therewith payment in the amount set forth in the application and authorization. The Company will then endeavor to perform or have performed such work as soon as is practicable upon consideration of the Company's service requirements, and upon the completion thereof will notify the attachee by return of the application and authorization appropriately indicated. Attachee shall not make any attachments until notified in writing by the Company that all such replacements, rearrangements, changes, and purchases have been completed. Any guying, strengthening or stepping of poles, required to accommodate attachee's attachments, shall be provided at the expense of the attachee in accordance with the specifications in this tariff, and to the satisfaction of the Company.
- d. Should the Company, or another public utility or governmental agency with who it then has a joint-use agreement, need for its own service requirements the space occupied by the attachee's attachments on any of the Company's poles, attachee will be notified that it shall either surrender its authorization for that pole and, at its own expense, vacate the space by removing its own expense, vacate the space by removing its attachments, or, in accordance with paragraph c. preceding, it shall authorize the Company to replace the poles at the expense of the attachee, or, if the Company advises the attachee that attachee's desired attachments can be accommodated on present poles of the Company by rearranging or changing the Company's facilities thereon, or by purchasing additional pole space, the attachee shall authorize the Company to make rearrangements, changes or purchases. Attachee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it of them in transferring or rearranging said facilities to accommodate attachee's attachments. Any guying, strengthening.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## G. Attachment to Poles Owned by the Company (Continued)

or stepping of poles will be provided at the expense of the specifications in this tariff, and to the satisfaction of the Company.

- e. When multiple applications, including application of attachee, are received by the Company with respect to any pole which must be replaced or rearranged to provide additional space prior to commencement of the work on that pole, the Company will endeavor to equitably prorate to the extent that it is practical between the attachee and other applicants for pole space, the common expenses of engineering, rearrangement, and replacement, if any, which result from the processing of multiple applications. Attachee shall be bound by the Company's determination as to any such proration of costs to attachee.

## H. Occupancy of Conduit System Owned by the Company

## 1. General

- a. When an application in the form provided by the Company is submitted by the attachee for an authorization to place its cables, equipment, and facilities in the conduit system of the Company, the Company will advise the attachee of the availability of conduit space. In determining the availability of space in the Company's conduit system, the Company deserves the right to determine granting an authorization would adversely affect its common carrier communication services and its ability to meet its duties and obligation with respect thereto, including questions of economy, safety, and future needs of the Company. If conduit space is available, an authorization to occupy a portion of conduit system will be granted to the attachee; provided, however, that the Company does not warrant the condition of such conduit system.
- b. The Company reserves the right to exclude cable, equipment, and facilities of the attachee from manholes in the Company's conduit system, or to limit the type, number, and size of the attachee's cable, equipment and facilities which may be placed in any of the Company's manholes.



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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

- c. The fees and charges specified in S9.3 shall be applicable to all authorizations granted to attachee, without regard to the methods of attachment used.
- d. All requirements of the National Electrical Safety Codes referred to herein shall mean the 1977 Edition of such code, or any later amendment or replacement thereof, and shall include and additional requirements of any applicable Federal, State, County or Municipal code. References to simplify the Safety Code, or to N.E.S.C., have the same meaning.
- e. While many of the standards and technical requirements for the attachee's cable, equipment and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this tariff. In such cases, the Company will in its discretion furnish to attachee written or illustrated materials which will specify and explain the required construction.
- f. Should the Company need for its own service requirements any of the space occupied by the attachee's cable, equipment, and facilities located in the Company's conduit system, attachee will be notified that it shall either surrender its authorization for that portion of the Company's conduit system, and, at its expense, vacate the space occupied by its said cable, equipment or facilities, or, if the Company advises attachee that attachee's cable, equipment, and facilities can be accommodated otherwise in the Company's conduit system, attachee shall authorize the Company to rearrange attachee's cable, equipment, and facilities in the manner which attachee's cable, equipment, and facilities can be accommodated at the expense of the attachee. In the latter event, the occupancy of the Company's conduit system by the attachee's cable, equipment, and facilities may be subject to different occupancy fees as set forth in S9.3.
- g. The Company may, without incurring any liability, remove the cables, equipment, and facilities of attachee from the Company's

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

conduit system, at attachee's expense where in the Company's judgment (such judgment to be conclusive) such removal is required in connection with the performance of the Company's service obligation or the safety of the Company's employees. Whenever such removal has been made, attachee will be promptly notified and as soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attachee's cables, equipment, and facilities in the Company's conduit system at attachee's expense.

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the 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.

## 2. Electrical Design Specifications

- a. No cable, equipment or facility of the attachee shall be permitted in the Company's conduit system if such cable, equipment or facility by its design could cause electrical interference on the Company's facilities. If electrical interference is caused by any of the attachee's cable, equipment or facilities, such interference shall be removed at the expense of the attachee.
- b. Attachee's cable, equipment, and facilities shall not be designed to use the earth as the sole conductor for any part of the attachee's circuits.
- c. Attachee's cable shall not use or carry voltage or currents in excess of the limits prescribed for communication conductors by the N.E.S.C. (Definition 43) and shall be enclosed in an effectively grounded sheath or shield.
- d. Cable and facilities of attachee carrying voltages and currents permitted for Class 2 signal circuits by the National Electrical Code will be considered suitable for occupancy of ducts containing attachee's facilities if enclosed in an effectively grounded sheath or shield.

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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

S9.2.3 Obligation of Attachee (Continued)

2. Electrical Design Specifications (Continued)

- e. No coaxial cable of attachee shall be considered suitable for occupancy of a duct containing the Company's cable unless such cable of the attachee meets the power supply limitations of Article 820 of the National Electrical Code.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

- f. Attachee's cable, equipment, and facilities exceeding limitations for Class 2 signal circuits but not exceeding that permitted by paragraph c. preceding shall not be permitted to occupy the same duct as facilities conforming to paragraph d. preceding.
- g. Attachee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. Such cable must occupy a separate duct. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- h. Attachee shall not circumvent the Company's corrosion mitigation measures.
- i. Attachee's cable, equipment, and facilities shall be compatible with the Company's facilities so as not to damage facilities of the Company by corrosion or otherwise. Attachee's cable shall be bonded to the Company's cable bonding at each manhole where the attachee has a construction splice in its cable.

## 3. Physical Design Specifications

- a. Attachee's cables bond or wrapped with cloth or having any kind of fibrous covering or impregnated with an adhesive material shall not be permitted in the Company's ducts.
- b. New construction splices in attachee's cables shall be located only in manholes, pull boxes or handholes.
- c. The maximum permissible diameter of any cable of the attachee and the number of cables of the attachee to be placed in any of the Company's ducts shall be determined by the Company based upon the size and shape of the duct and the size of the existing cable in the duct.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

## 4. Connection of Attachee's Conduit

- a. Where attachee's duct physically connects with the Company's manhole, the section of duct which connects with the manhole shall be installed by the Company or its contractor at the attachee's expense.
- b. If attachee constructs a duct which connects to any of the Company's manholes, such duct shall be sealed against the entry of gases or liquids at the opening to the manhole, and if the attachee's duct enters a building it shall be sealed at the entry to the building.

## 5. Work Rules

- a. The Company's manholes shall be opened only as authorized by and in the presence of the Company's authorized representative, except as provided in S9.2.3.C.5 of this tariff.
- b. No employee, agent or contractor of the attachee shall enter or work in any of the Company's manholes unless an authorized representative of the Company is present during the entire period, except as provided in S9.2.3.C.5 of this tariff. The attachee will pay the cost of having the Company's representative present.
- c. Attachee shall notify the Company five (5) days (excluding Saturday, Sunday, and holidays) in advance of any work operation requiring entry into any of the Company's manholes except in the case of routine work operations described in S9.2.3.C.5 of this tariff for which the attachee shall give the Company twenty-four hours (24) notice in advance.
- d. Clearing obstructions, repairs, dig-ups, and any other work required to make a duct usable for the initial placing of the attachee's cable shall be done by the Company or its approved contractor at attachee's expense.
- e. Attachee's cable shall be placed in, removed from, changed or maintained in the Company's conduit system only when specified

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

authorization for the work to be performed and approval of the person, firm, or corporation that will perform the work, has been obtained in writing in advance from the Company. The Company retains the right to specify what, if any, work shall be performed by the Company.

- f. Rodding of ducts in the Company's conduit system shall be done only when specific authorization for such work, and approval of the person, firm or corporation that will perform such work has been obtained in writing in advance from the Company. The Company retains the right to prescribe the manner in which such rodding will be done and retains the right to specify what, if any, work shall be performed by the Company.
- g. Attachee's workman shall not climb or step on the Company's cables, air pipes or equipment located in the Company's manholes.
- h. Upon completion of work in the Company's manholes, attachee shall remove all of its tools, unused materials, wire clipping, cable sheathing, and other similar matter.
- i. All of attachee's cables, equipment, and facilities shall be firmly secured and supported to the satisfaction of the Company's authorized representative.
- j. All of attachee's cables, equipment, and facilities shall be plainly identified in each manhole with a firmly affixed tag of a type and wording satisfactory to the Company.
- k. Where manholes must be pumped in order to allow the Company's work operations to proceed, pumping shall be done by the attachee or its contractor.
- l. Attachee's employees, agents or contractors shall not use work platforms, supports or planks which would be placed upon or lashed to any of the Company's cable or equipment.
- m. Any leak detection liquid or device used by the attachee's agents, employees or contractors shall be of a type approved in writing by the Company.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

- n. When the attachee, its agents, employees or contractors are working in or around any part of the Company's conduit system located in the street, alleys, highways or other public rights-of-way, the protection of persons and property shall be provided by the attachee in an adequate and satisfactory manner; attachee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs, and other similar devices to protect all traffic, persons, and property around the work area from danger.
- o. Attachee, its agents, employees or contractors, when working in or around the Company's manholes, shall be responsible for testing the manhole atmosphere and providing continuous ventilation in accord with the minimum standards furnished to the attachee by the Company.
- p. Except for protective screens, no cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- q. Smoking or the use of a flame in the Company's manholes shall not be permitted.
- r. The Company's authorized representative shall have the authority to terminate attachee's work operations in and around the Company's manholes if, in the sole discretion of the Company's authorized representative, an hazardous condition arises or any unsafe practice is being followed by the attachee's agents, employees or contractors.
- s. When artificial lighting is required in the Company's manholes, only explosion-proof lighting of a type approved in writing by the Company shall be used.
- t. Attachee shall not allow the accumulation of any combustible material in the Company's manholes during the attachee's work operations.

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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## H. Occupancy of Conduit System Owned by the Company (Continued)

- u. Spark-producing equipment, tools or devices, such as meggers, breakdown sets, electric drills, electric hammers, and induction sets shall not be allowed in manholes.
- v. Cable lubricants used by the attachee in the Company's conduit system shall be of a type approved in writing by the Company.

## 6. Emergency Conditions

- a. In case of emergency:
  - (1) The Company's work shall take precedence over any and all operations of the attachee in the Company's conduit system.
  - (2) The Company may pull a cable into any of its ducts either occupied by or scheduled to be occupied by attachee's facilities, and the Company will endeavor to make other duct space available for the displaced facilities of the attachee as soon as possible.
  - (3) The Company may rearrange the attachee's cable, equipment, and facilities at the expense of the attachee.

## I. Occupancy of Trench System Owned by the Company

## 1. General

- a. The attachee agrees that to the extent that it occupies or desires to occupy any trench system also occupied or to be occupied by the Company, whether the Company's trench system or the trench system of others, the terms of this tariff shall be applicable thereto.
- b. Before placing its cables, equipment, and facilities in a trench system to be constructed by the Company, attachee shall make application and receive a revocable nonexclusive authorization in



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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## I. Occupancy of Trench System Owned by the Company (Continued)

the form provided by the Company. In granting or denying an authorization the Company reserves the right to determine whether granting an authorization would adversely affect its common carrier communications services and its ability to meet its duties and obligations with respect thereto, including questions of economy, safety, and future needs of the Company.

- c. The Company reserves the right to exclude cable, equipment, and facilities of the attachee from the Company's pedestals, or to limit the type, number, and size of the attachee's cable, equipment, and facilities which may be placed in any of the Company's pedestals.
- d. When multiple applications, including application of the attachee are received by the Company with respect to the usage of a trench to be excavated by the Company for buried communications facilities, the Company will endeavor to equitably prorate to the extent that it is possible between attachee and other applicants for trench space, the common expenses of engineering, inspection, excavation, and other associated costs which result from the processing of multiple applications. Attachee shall be bound by the Company's determination as to any such proration of costs to the attachee.
- e. Where emergency needs of the Company require (Company's judgment as to what constitutes an emergency to be conclusive) the Company may, without incurring any liability, remove the cables, equipment, and facilities of the attachee from the trench system, at the attachee's expense and shall promptly notify the attachee thereof. As soon as practicable thereafter, the Company will endeavor to make arrangements for the relocation or restoration of attachee's cables, equipment, and facilities in the trench system at the attachee's expense.
- f. The fees and charges specified in S9.3 shall be applicable to all authorizations granted to the attachee hereunder, without regard to the methods used.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## I. Occupancy of Trench System Owned by the Company (Continued)

- g. All requirements of the National Electrical Safety Code referred to herein shall mean the 1977 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simplify the Safety Code, or N.E.S.C., have the same meaning.
- h. While many of the standards and technical requirements for the attachee's cable, equipment, and facilities are set forth herein, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this tariff. In such cases, the Company will in its discretion furnish to the attachee written or illustrated materials which will specify and explain the required construction.

## 2. Electrical Design Specifications

- a. No cable, equipment or facility of the attachee shall be permitted to occupy a trench system with the Company if such cable, equipment or facility by its design could cause electrical interference on the Company's facilities. If electrical interference is caused by any of the attachee's cable, equipment or facilities, such interference shall be removed at the expense of the attachee.
- b. Attachee's cable, equipment, and facilities shall not be designed to use the earth as sole conductor for any part of the attachee's circuits.
- c. No coaxial cable of the attachee shall be considered suitable for occupancy of a trench containing the Company's cable unless such cable of the attachee meets the power supply limitations of Article 820 of the National Electrical Code.
- d. Attachee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over

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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## I. Occupancy of Trench System Owned by the Company (Continued)

the other sheath or shield. However, in such event, attachee's cable shall be separated from the Company's cable as specified by the Company. The Company may require the attachee to occupy a separate trench. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

e. Cable and facilities of the attachee carrying a potential of 550 volts or less between conductors will be considered suitable for occupancy of a trench containing the Company's facilities provided that:

- (1) Attachee's cable has an effectively grounded sheath or shield or the conductors include an effectively grounded conductor; and
- (2) all grounded sheaths, shields or conductors are present at a terminating point and are bonded; and
- (3) the effectively grounded sheath or shield of the Company's cable is bonded to the attachee's cable at common terminating points and at intervals of not less than 1000 feet.

f. Attachee shall not circumvent the Company's corrosion mitigation measures.

g. Attachee's cable, equipment, and facilities shall be compatible with the Company's facilities so as not to damage any facilities of the Company by corrosion or otherwise.

## 3. Work Rules

a. Attachee shall notify the Company in advance of any work operation requiring entry into the trench system provided, however, that a particular notice requirement may be waived by the Company upon the attachee's request.

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S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## I. Occupancy of Trench System Owned by the Company (Continued)

- b. Attachee's workmen shall not climb or step on the Company's cables, air pipes or equipment located in the trench.
- c. Upon completion of work in the trench, attachee shall remove all of its tools, unused materials, wire clippings, cable sheathing, and any other similar matter.
- d. All of attachee's cables, equipment, and facilities shall be located in a position satisfactory to the Company's authorized representative.
- e. All of attachee's cables, equipment, and facilities shall be plainly identified at each pedestal location with a firmly affixed tag of a type and wording satisfactory to the Company.
- f. Should it be necessary for the Company to replace or relocate a pedestal to which the attachee is attached, the attachee will be responsible for the transfer of his own equipment.
- g. Any leak detection liquid or device used by the attachee's agents, employees or contractors shall be of a type approved in writing by the Company.
- h. When attachee, its agents, employees or contractors are working in or around any part of the trench, the protection of persons and property shall be provided by the attachee in an adequate and satisfactory manner; attachee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs, and other similar devices to protect all traffic, persons, and property around the work area from danger.
- i. The attachee shall not allow the accumulation of any combustible material in the trench during the attachee's work operations.
- j. Attachee shall be responsible for the restoration of all property that has been disturbed or disrupted by the attachee's operations.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.3 Obligation of Attachee (Continued)

## I. Occupancy of Trench System Owned by the Company (Continued)

- k. Should the Company deem it necessary to expose or locate its buried communication system for or during the operations of the attachee, the attachee shall reimburse the Company for the cost and expense incurred by the Company.

## 4. Emergency Conditions

## a. In cases of emergency:

- (1) The Company's work shall take precedence over all and any operations of the attachee in the trench system.
- (2) The Company may rearrange the attachee's cable, equipment, and facilities at the expense of the attachee.

## S9.2.4 Inspection of Attachee's Installations

- A. The Company, because of its new service obligations to the public, reserves the right to inspect each new installation of, or work operation upon, the attachee's distribution system within the Company's conduit system, trench system, and on the Company's poles or within the area around the Company's lines or appliances; to make periodic inspections, semi-annually or more often as plant conditions may warrant, of the entire plant of the attachee; and the attachee shall, on demand, reimburse the Company for the expense of such inspections in accordance with S9.3. The making of such inspections or the failure to make such inspections shall not operate to relieve the attachee of any responsibility, obligation or liability imposed by this tariff.
- B. If any cable, equipment or facilities of attachee shall be found on a pole or within a conduit system or trench system for which no authorization is outstanding, the Company, without prejudice to its other rights or remedies under this tariff or otherwise, may (1) impose a charge, and (2) require the attachee to remove such cable, equipment and facilities forthwith or the Company may remove them without liability and the expense of removal shall be borne by the attachee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the authorized use shall be treated as having existed for a period of two

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.2.4 Inspection of Attachee's Installations (Continued)

(2) years prior to its rights to any other sums due and payable and to any claims or damages under this tariff or otherwise. No act or failure to act by the Company with regard to said fee or said unauthorized use shall be deemed as a ratification or the authorization of the unauthorized use, and if any authorization in the form specified by the Company should subsequently be issued, after application and payment of the application fee therefor, said license shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this tariff or otherwise.

- C. In the event attachee makes or maintains any attachments to the Company's poles or occupies the Company's conduit system or trench system other than as provided in this tariff, or if the attachee fails to remove any of its cables, equipment or facilities from the Company's poles, conduit system or trench system as required by this tariff, the Company shall have the right, without notice to the attachee and in addition to any other remedies the Company may have, to remove such attachments at the cost and expense of the attachee and without any liability therefor.

## S9.3 Rates and Charges

## S9.3.1 Rates

## A. General

1. Payment Date Pole attachment fees and conduit and pedestal occupancy fees shall be billed annually, in advance, in the month of January. Failure to pay such fees by the specified payment date may result in the termination of authorizations and the removal of the attachee's cable, equipment or facilities from the Company's poles or conduit or trench system.
2. Termination of Authorization Upon termination or surrender of an authorization granted hereunder, no refund of any attachment fee or occupancy fee shall be made; provided however, that in case of any termination of any authorization pursuant to the provisions of S9.2.2.D, a proportionate refund of the applicable prepaid annual attachment fee shall be made.

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.3.1 Rates (Continued)

## B. Pole and Anchor Attachments

1. Computation of the total rate for pole and anchor attachments shall be based upon the number of poles and anchors to which attachments are actually made on December 31 of the preceding year. For the period ending December 31 of each calendar year in which the initial attachment is made to any pole or anchor, attachee shall pay to the Company an attachment fee of 50% of the annual rate per pole and per anchor, payable on the first regular payment date, based upon the number of poles and anchors on which initial attachments were made during such calendar year.

2.	<u>Attachment Rate</u>	<u>Annual</u>
	Per pole attached	2.00
	Per anchor attached	9.65

## C. Conduit System Occupancy

1. Computation of the total conduit occupancy rate shall be based on the measurement of duct feet of conduit from the center to the center of manholes; or from the center of a manhole to the end of the conduit system; or the length of conduit from pole to pole; or isolated lengths of conduit not attached to any structure (such as involved with buried cable) which will be occupied by the attachee's cable. For the period ending December 31 of each calendar year in which the initial occupancy is made to any part of the conduit system, attachee shall pay to the Company 50% of the appropriate occupancy fee, payable on the first regular payment date.

2.	<u>Occupancy Rate</u>	<u>Annual</u>
	Per duct foot	.75

## D. Trench System Occupancy

1. Computation of the total pedestal attachment rate will be based upon the number of pedestals to which attachments are actually made, on December 31 of the preceding year. For the period ending December 31 of each calendar year in which the initial attachment is made

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## S9. POLE ATTACHMENTS AND CONDUIT AND TRENCH SYSTEM OCCUPANCY

## S9.3.1 Rates (Continued)

any pedestal, attachee shall pay an attachment fee, per pedestal, based upon the full cost and expense, including overheads to the Company.

2.	<u>Attachment Fee</u>	<u>Annual</u>
	Per pedestal attachment	(See 1 above)

## S9.2.3 Charges (Nonrecurring)

## A. Computation

1. All charges for inspections, engineering, rearrangements or removals of attachee's facilities from the Company's poles, rodding, swabbing, placement or removal of cable from conduit systems; excavations in connection with the common trench system and, without limitation, any other work performed by the Company shall be based upon the full cost and expense, including overhead, to the Company for performing such work for the attachee. The cost to the Company shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.
2. The charge for replacement of poles shall include the entire non-betterment cost to the Company, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring the Company's facilities from the old to the new poles.
3. Charges as specified in paragraph 1 preceding in connection with the common trench system shall be prorated between all parties, including the attachee, who are to occupy the common trench system.

- B. Payment Date All bills for nonrecurring charges as specified in this section shall be payable upon presentation to the attachee, and shall be deemed delinquent if not paid within 30 days after presentation to the attachee.



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S10. BASIC TELEPHONE ASSISTANCE

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S10. BASIC TELEPHONE ASSISTANCE

## S10.1. LIFELINE ASSISTANCE

## A. General

1. Lifeline Assistance is a federal support program that provides eligible customers with the following benefits:
  - A waiver of the current Federal Subscriber Line Charge.
  - A waiver of the Federal Universal Service Fund End User Charge.
  - A credit of one hundred percent (100%) of all nonrecurring service order charges for commencing service, limited to once per customer at the same service location in a 12 month period.
  - A recurring discount equal to the maximum contribution of federally available assistance will be applied to the monthly local exchange service charge ( that discount is currently \$7.00); at no time should the discounts cause the monthly basic local exchange rate to be less than zero.
  - Free blocking of toll and 900/976 dialing patterns.
  - A waiver of the Telephone Company's service deposit requirement.
  - Any other services and bundles or packages of service may be offered to lifeline customers at the prevailing prices, less the lifeline discount.

## B. Regulations

1. Lifeline Assistance is available to residential customers who are currently participating in one of the following assistance programs:
  - (a) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid);
  - (b) Supplemental nutritional assistance program (SNAP/Food Stamps);
  - (c) Supplemental Security Income – (SSI) ;
  - (d) Supplemental Security Income – blind and disabled (SSDI);
  - (e) Federal public housing assistance, or Section 8;
  - (f) Home Energy Assistance Programs
  - (g) National School Lunch's free lunch program (NSL)
  - (h) Temporary Assistance to Needy Families (TANF) aka Ohio Works
  - (i) General Assistance (including disability assistance (DA)

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S10. BASIC TELEPHONE ASSISTANCE

## S10.1. LIFELINE ASSISTANCE (Continued)

## B. Regulations (Continued)

2. Other verification that an individual's household income is at or below one hundred fifty per cent of the federal poverty level. ILEC ETC's may use any reasonable method of verification. Consistent with federal law, examples of acceptable documentation include the following:
  - (a) State or federal income tax return;
  - (b) Current income statement or W-2 from an employer;
  - (c) Three consecutive months of current pay stubs;
  - (d) Social Security statement of benefits;
  - (e) Retirement/Pension statement of benefits;
  - (f) Unemployment/Workmen's Compensation statement of benefits;
  - (g) Any other legal document that would show current income (such as a divorce decree or child support document).
3. Customers qualifying for Lifeline Assistance with past due bills for regulated local service charges will be offered special payment arrangements with the initial payment not to exceed \$25.00 before service is installed, with the balance for regulated local charges to be paid over six months payments. Lifeline customers with past due bills for toll service charges will be required to have toll restricted service until such past due service charges have been paid or until the customer establishes service with a subsequent toll provider pursuant to the minimum telephone service standards.
4. The Telephone Company shall require, as proof of eligibility for Lifeline Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 10.1.B.1 above; identifying the specific program or programs from which the customer receives benefits and agreeing to notify the carrier if the customer ceases to participate in such program or programs. If a customer is applying for Lifeline based on income, see Section 10.1.B.2 above for a list of acceptable documentation.
5. The Telephone Company shall automatically enroll customers in Lifeline Assistance who participate in a qualifying program as contained in paragraph 10.1.B.1 above. The automatic enrollment will be implemented when the necessary procedures have been established with the appropriate state agencies.
6. The Telephone Company will also enroll customers who participate in a qualifying program by using on-line company to agency verification or self-certification.
7. Documentation will be required as described in S10.1.B.2 to enroll customers in Lifeline Assistance who qualify through income base requirements.

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S10. BASIC TELEPHONE ASSISTANCE

## S10.1. LIFELINE ASSISTANCE (Continued)

## B. Regulations (Continued)

8. At no time will the monthly basic local exchange service charge less the discount cause the local service rates to be less than zero.
9. The Telephone Company reserves the right to perform a verification audit of a customer receiving Lifeline Assistance.
10. These Lifeline discounts and waivers apply to only one access line per household.

## C. Enrollment Process

1. New and existing customers will receive Lifeline Assistance when the application is processed and the customer's account is reviewed to determine that the service location is not already receiving the lifeline assistance. The effective date of credits for new customers is the date of service establishment as long as the application is received by the Company within 60 days of service establishment. The effective date of credits for existing customers is the date that lifeline service was requested, as long as the application is received by the Company within 60 days of the requested lifeline service. If the application is received after 60 days, the Lifeline Assistance will begin on the date the application is received by the Company. The Company shall have a maximum of 60 days to verify the application and documentation.
2. Should the Company determine that a customer does not qualify for Lifeline Assistance, or if the customer fails to submit the necessary documentation, the Company will provide written notification to the customer and give the customer an additional 30 days to prove eligibility. The written notification will include contact information for the Company in the event of a dispute and if the customer disagrees with the Company's findings regarding Lifeline Assistance eligibility, the notice will inform the customer that the Public Utilities Commission of Ohio may be contacted, in order that an informal/formal complaint may be filed. If the corrected application is received within 30 days, credits will be applied to the account on the date that service was established by a new customer or on the date that Lifeline Service was requested by an existing customer. If the corrected application is received after 30 days, the Lifeline Assistance will begin on the date the corrected application is received by the Company.

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S10. BASIC TELEPHONE ASSISTANCE

## S10.1. LIFELINE ASSISTANCE (Continued)

## D. Verification for Continued Eligibility

1. The Company will notify customers at least 60 days prior to termination of the customer's Lifeline Assistance that the customer must submit acceptable documentation for continued eligibility for benefits within 60 days, or they are subject to losing their Lifeline Assistance benefits. The notice will include:
  - (a) the earliest date benefit termination will occur
  - (b) the reason(s) for benefit termination
  - (c) any action which the customer must take to demonstrate continued eligibility
  - (d) contact information for the Company
2. Should the customer fail to submit proper documentation within the 60 day period, the Company will remove Lifeline Assistance benefits from the customer's account. The customer would then be required to re-apply for the benefits as explained in S10.1.C above.
3. The Company will perform an annual verification of customers receiving Lifeline Assistance using the random sampling methodology, in compliance with federal requirements, to verify customer's continued eligibility via programs and/or income-based criteria.
4. If a customer disagrees with the Company's findings regarding eligibility, the customer may file a formal/informal complaint with the Public Utilities Commission of Ohio.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

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S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911S11.1 General

When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "9-1-1" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 9-1-1 number will provide each caller with telephone access to the appropriate local PSAP.

S11.2 Regulations

1. The regulations specified in this section apply to both "9-1-1" and "Enhanced 9-1-1" service, hereinafter referred to as 9-1-1 service, in addition to regulations as specified in S11.4 and S11.5, as applicable to the type of 9-1-1 service.
2. Application for 9-1-1 service must be executed in writing by each participating local government authority or its duly appointed agent. If application is made through an agent of the local government authority, the Company must be provided with evidence, satisfactory to the Company, of the appointment and authority of the agent prior to acceptance of the application and establishment of service. As a minimum, both the police and fire departments in each local government authority must participate in any 9-1-1 service and participation must be in the same 9-1-1 service.
3. The 9-1-1 service customer must be a municipality of other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been legally delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire and other services within the telephone central office areas arranged for 9-1-1 service calling.
4. Each participating local governmental authority must furnish to the Company its written agreement, duly executed, by which it shall agree to:
  - A. Provide and staff the PSAP on a 24 hour continuous basis.
  - B. Accept responsibility for dispatching, or referring, forwarding or transferring 9-1-1 calls to other participating local government authorities for the dispatch of police, fire, ambulance or other emergency services to the extent such services are reasonably available.
  - C. Subscribe to additional local exchange service at the PSAP, for administrative purposes, for placing of outgoing calls and for receiving other emergency calls, including those relayed by an operator.
  - D. Subscribe to a minimum of two central office lines in each central office handling incoming 9-1-1 calls, and to further subscribe to such additional central office lines as are necessary to sufficiently handle the projected volume of incoming 9-1-1 calls, as determined by the Company.
  - E. Make operations tests as, in the judgment of the Company, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

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S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911S11.3 Conditions of Furnishing Service

1. Provision of this service is limited to the use of central office number 9-1-1 as the universal emergency number and once Basic 9-1-1 service has been established in any given area, whether consisting of one or of a combination of more than one participating local government authority, no other 9-1-1 service will be provided within such area.
2. The 9-1-1 emergency number is not intended to replace the telephone service, as described in S11.2.4.C preceding, of the various public safety agencies which may participate in the use of this number.
3. When 9-1-1 service replaces an existing emergency number, intercept service shall be the responsibility of the agency. However, if the agency is unable to provide this service, the operator will intercept and forward the request for emergency aid for a period of at least one year.
4. The Company does not undertake to answer and forward 9-1-1 service calls, but furnishes the use of its facilities to enable the customer's personnel to accept such calls on the customer's designated premises.
5. 9-1-1 service is provided solely for the benefit of the local governmental unit; the provision of such service shall not be interpreted, construed, or regarded as being for the benefit of, or creating any Company obligation toward, or of any action on behalf of, any third person or other legal entity.
6. 9-1-1 service will be designed by the Company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 9-1-1 service is offered.
7. Basic 9-1-1 central office lines are classified as one party Business, PBX or KEY trunk lines, as appropriate, arranged for one-way incoming service to the appropriate PSAP from specified numbering plan areas and central office codes.
8. The Company's liability to any person, whether arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or from any other cause occurring in the course of furnishing basic 9-1-1 under this tariff, shall be limited to the terms set forth in S2.5 of this tariff.
9. A TELEPHONE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ARE NOT LIABLE IN DAMAGES IN A CIVIL ACTION FOR INJURIES, DEATH, OR LOSS TO PERSONS OR PROPERTY INCURRED BY ANY PERSON RESULTING FROM THE TELEPHONE COMPANY, ITS OFFICERS', DIRECTORS', EMPLOYEES', OR AGENTS' PARTICIPATION IN ACTS OR OMISSIONS IN CONNECTION WITH SUCH PARTICIPATION IN A 9-1-1 SYSTEM, WHETHER SUCH SYSTEM IS ESTABLISHED PURSUANT TO SECTION 4931.40 TO 4931.50 OF THE OHIO REVISED CODE OR OTHERWISE IN ACCORDANCE WITH THE TELEPHONE COMPANY'S SCHEDULES REGARDING 9-1-1 SYSTEMS FILED WITH THE PUBLIC UTILITIES COMMISSION PURSUANT TO SECTION 4905.30 OF THE OHIO REVISED CODE.



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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

S11.4 Basic 9-1-1 ServiceS11.4.1 General

The following regulations apply to Basic 9-1-1 service in addition to the regulations specified in S11.1 through S11.3 preceding.

S11.4.2 Regulations

- A. Local government authorities must include in the written agreement described in S11.2.2 and S11.2.3, preceding, their agreement to:
1. To accept responsibility for serving the entire geographic area served by the central office through which basic 9-1-1 calls are routed to the PSAP, even though the geographic area served by such central offices does not coincide with the community boundaries of the participating local government authority.

S11.4.3 Basic 9-1-1 Central Office Lines

- A. At the Company's option, Basic 9-1-1 central office lines will be provided for incoming emergency calls via one, or a combination of arrangements below. Such arrangements shall be subject to change at the Company's option:
1. Dedicated Arrangements:
    - where Basic 9-1-1 central office lines are furnished on a dedicated basis from the central office serving the PSAP.
    - where Basic 9-1-1 central office lines are routed on a dedicated basis from the originating central office through the central office serving the PSAP to the PSAP.
  2. Non-Dedicated Arrangements:
    - where Basic 9-1-1 calls are routed via normal exchange facilities to the central office serving the PSAP or to the PSAP.
- B. A dedicated arrangement for Basic 9-1-1 central office lines is required when the originating central office of a specified central office code is in an exchange which is not in the local calling area of the exchange in which the PSAP is located.

S11.4.4 Basic 9-1-1 Service Features

- A. Basic 9-1-1 lines provide the following service features only where the required equipment is available:
- Forced Disconnect, which enables the PSAP attendant to release a connection on a 9-1-1 call, even if the calling party has not hung up.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

S11.4 Basic 9-1-1 Service (Continued)S11.4.5 Rates and Charges

- A. Monthly rates, for PBX and KEY trunk lines, or message rate business individual lines, as appropriate, will apply for basic 9-1-1 central office lines terminated at the PSAP. The monthly rate for a basic 9-1-1 central office is the rate applicable for the exchange in which the central office originating the basic 9-1-1 line is located. Foreign central office charges do not apply to Basic 9-1-1 lines; however, where appropriate, the provisions for foreign exchange service are applicable, as set forth in the concurrences in The Company Pricelist.
- B. Equipment used in terminating Basic 9-1-1 central office lines from the Company central office may be provided by the customer or by the Company, at the customer's request. When customer-provided terminal equipment is to be used, it will be used in accordance with the regulations, rates and charges set forth elsewhere in this tariff.
- C. Tie lines, private line channels, extension lines and other facilities connecting a PSAP to various agencies such as police, fire or ambulance service are provided under the regulations and at the rates and charges set forth in this tariff and other appropriate tariffs concurred in by the Company.

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S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911S11.5 Enhanced Emergency Number Service (E-9-1-1)S11.5.1 General

- A. Enhanced Emergency Number Service (E-9-1-1) is a service arrangement whereby Public Safety Answering Points (PSAPs) designated by the customer may receive and answer telephone calls placed by dialing the number 9-1-1.
- B. E-9-1-1 includes the services provided by the lines and equipment associated with the service arrangement, for the answering, transferring and dispatching of public emergency telephone calls dialed to 9-1-1. Equipment used in conjunction with Enhanced 9-1-1 services located in conjunction with Enhanced 9-1-1 services located at the PSAP must be provided by the customer.
- C. E-9-1-1 services consist of:
  - a. Automatic Number Identification (ANI)
  - b. Selective Call Routing
  - c. Automatic Location Identification (ALI)
- D. E-9-1-1 service is offered subject to the availability of central office facilities.

S11.5.2 Regulations

The following regulations apply to E-9-1-1 service in addition to the regulations specified in S11.1 through S11.3 preceding.

- A. The service is limited to the use of central office telephone number 9-1-1 as the emergency telephone number. Only one E-9-1-1 service will be provided with any government agency's locality.
- B. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
- C. E-9-1-1 service is arranged only for one-way incoming service to an appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- D. Information contained in the Company's data base management system will be maintained for E-9-1-1 service and will be used exclusively for this purpose.
- E. E-9-1-1 service information consisting of the name, address and telephone numbers of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency E-9-1-1 service calls. No liability for damages arising from disclosure of a non-published telephone number shall attach to the Company.
- F. Any party residing within the E-9-1-1 service serving areas forfeits the privacy afforded by the non-published telephone numbers to the extent that the customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

S11.5 Enhanced Emergency Number Service (E-9-1-1)S11.5.2 Regulations (Continued)

- G. Because the Company serving boundaries and political subdivision boundaries may not coincide, the customer must make arrangements to handle all calls received on its E-9-1-1 service lines that originate from all telephones served by central offices within the E-9-1-1 service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- H. The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to an E-9-1-1 service PSAP by calling parties.
- I. The number of lines to a primary PSAP or multiple primary PSAPs will be determined by the Company based upon anticipated call volumes. Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network.
- J. The calling party is not charged for calls placed to the E-9-1-1 number, however, regular message toll charges may be applied to the PSAP line, where appropriate, for messages transferred by a PSAP over exchange facilities from the central office serving the PSAP initiating the transfer to the point of termination of the transfer, if located outside the local calling area of the exchange.

S11.5.3 E-9-1-1 Service Features

- A. The following features are furnished with E-9-1-1, and are subject to the regulations in this section:
  - 1. Automatic Location Identification (ALI): A feature by which the name and address associated with the calling party's telephone number is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise, etc.) will be identified with the address of the telephone number at the main location.
  - 2. Automatic Number Identification (ANI): A feature by which the calling party's telephone number is forwarded to the E-9-1-1 control office and to the PSAP's display and transfer units.
    - a. ANI does not guarantee the capability of forwarding the number of a multiparty line end user. Off premises or stations behind business systems will possess the identity of the main billing number.
    - b. The PSAP's premises equipment used in conjunction with Enhanced 9-1-1 Service must be reviewed by the Company to determine the compatibility of the unit with the Enhanced 9-1-1 Service requested. If changes are necessary to make this service compatible with the services offered herein, appropriate charges apply as shown in S11.5.4.C. through S11.5.4.I. following.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

S11.5 Enhanced Emergency Number Service (E-9-1-1) (Continued)S11.5.3 E-9-1-1 Service Features (Continued)

3. Selective Routing: A feature that routes an E-9-1-1 call from a central office to the designated primary PSAP based upon the identified number of the calling party.

When the Selective Routing Feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the E-9-1-1 serving area. An Emergency Service Number (ESN) will be assigned by mutual agreement between the customer and the Company for each unique combination. The customer will associate these ESNs with street ranges or other mutually agreed upon routing criteria in the E-9-1-1 serving area. These ESNs will be carried in the database management system to permit routing of E-9-1-1 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the E-9-1-1 serving area. The customer's responsibility in providing this information is as follows:

- a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.
- b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the Master Street Address Guide (MSAG), and to promptly advise the Company of any change, deletion or addition that will affect the routing of E-9-1-1 calls to the proper PSAP.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

S11.5 Enhanced Emergency Number Service (E-9-1-1) (Continued)S11.5.4 Rates and Charges

- A. The following rates and charges apply to the customer and are in addition to all other applicable rates and charges shown elsewhere in the tariff, or the expenses incurred by the Company from other telephone companies that participate in the provision of the service.

Monthly Rate

	<u>Current</u>
(1) ANI (per access line)	\$ .07
(2) Selective Call Routing (per access line)	.07
(3) ALI (per access line)	.11
(4) ANI/Selective Call Routing (per access line)	.14
(5) ANI/ALI (per access line)	.18
(6) ANI/Selective Call Routing/ALI (per access line)	.25

## B. Database Charges

Nonrecurring charges associated with the establishment of the E-9-1-1 database will be based upon the costs incurred by the Company, the elements of which are subject to the review and approval of the Public Utilities Commission of Ohio.

## C. Special Service Arrangement Charges

1. If E-9-1-1 Service requirements cannot be met with regularly offered service arrangements, special arrangements will be furnished when practical by the Company at charges equivalent to the costs of furnishing such arrangements. These special charges will be applicable to such items as engineering and special program development associated with billing and database management.
2. Costs as referred to in this section may include, but are not limited to:
  - a. Cost of maintenance.
  - b. Cost of operation.
  - c. Depreciation on the cost installed of any facilities used to provide the special service arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the net salvage.
  - d. General administration expenses, including taxes on the basis of average charges for these items.
  - e. Any other item of expenses associated with the particular special service arrangement.
  - f. An amount, computed on the cost installed of the facilities used to provide the special service arrangement, for return on investment.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

S11.5 Enhanced Emergency Number Service (E-9-1-1) (Continued)S11.5.4 Rates and Charges (Continued)

## C. Special Service Arrangement Charges (Continued)

3. Cost installed mentioned above includes cost of equipment and materials provided or used plus the cost of installing, including engineering, labor, supervision, transportation, right-of-way, and other items which are chargeable to the capital accounts.
4. Special service arrangement rates are subject to review and revision conditioned upon changing costs.

## D. Program Development Charges

These are charges applicable to the work necessary to design, develop, test and maintain any special programming required to support E-9-1-1 Service, its billing and its database management. The rate is based on Company time and material expended.

## E. Records Conversion Charges

These are charges applicable to the work necessary to design, review, modify and maintain any Company customer records keeping systems in order to support E-9-1-1 Service, its billing and database management. The rate is based on Company time and materials expended.

## F. Quotation Preparation

The customer may request a quotation for all costs associated with the provision of the facilities needed to satisfy the customer's service requirements. A quotation so provided does not bind the Company to the rates set forth in the quotation. All rates for services or facilities to be provided by the Company will be determined in accordance with the guidelines in this tariff.

## G. Additional Charges from Other Companies

Any charge for the provision of E-9-1-1 Service passed on to the Company from another telephone company, interexchange carrier or other party will be in addition to the costs shown in this tariff for E-9-1-1 Service.

## H. Changes to Orders

When a customer requests changes for a pending order for the provision of Emergency Service, the changes will be undertaken if they can be accommodated by the Company personnel and will be billed to the customer at the appropriate hourly charges.

## I. Additions, Moves or Changes

Appropriate Service Connection Charges, as set forth in Section 3 of this tariff, apply for customer requests that necessitate additions, moves or changes of facilities.

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## S11. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE - 911

COUNTY RATE LIST

<u>County</u>	<u>Current Subscriber Charge</u>	<u>Implementation Date for 911 Service</u>	<u>Effective Date for Current 911 Subscriber Charge</u>	<u>Initial Case No. for 911 Implementation</u>	<u>Most Current Case No. for 911 Review</u>
Ashtabula	.25	10/28/92	10/28/92	91-1831-TP-EMG	91-1831-TP-EMG
Athens	.25	4/2/96	4/2/96	95-1165-TP-EMG	95-1165-TP-EMG
Belmont	.25	9/11/97	9/11/97	96-384-TP-EMG	96-384-TP-EMG
Cuyahoga	.25	11/02/87	11/02/87	87-1281-TP-EMG	87-1281-TP-EMG
Geauga	.25	11/16/94	11/16/94	93-237-TP-EMG	93-237-TP-EMG
Guernsey	.25	04/22/92	04/22/92	92-208-TP-EMG	92-205-TP-EMG
Harrison	.25	01/28/09	01/28/09	08-1217-TP-EMG	08-1217-TP-EMG
Jefferson	.25	5/20/97	5/20/97	96-160-TP-EMG	96-160-TP-EMG
Lake	.25	10/05/88	10/05/88	88-1089-TP-EMG	88-1089-TP-EMG
Medina	.25	01/18/89	01/18/89	87-1089-TP-EMG	87-1089-TP-EMG
Meigs	.25	09/10/09	09/10/09	09-510-TP-EMG	09-510-TP-EMG
Monroe	.25	6/1/09	6/1/09	09-294-TP-EMG	09-294-TP-EMG
Muskingum	.25*	11/18/87	11/18/92	87-1282-TP-EMG	92-1530-TP-EMG
Noble	.25	10/14/04	10/14/04	02-398-TP-EMG	02-398-TP-EMG
Portage	.25	09/11/91	09/11/92	90-1619-TP-EMG	90-1619-TP-EMG
Summit	.25	05/11/88	05/11/93	87-1285-TP-EMG	87-1285-TP-EMG
Trumbull	.25	06/22/94	06/22/94	93-505-TP-EMG	93-505-TP-EMG
Washington	.25	07/27/05	07/27/05	04-1840-TP-EMG	04-1840-TP-EMG

\*This rate is the monthly charge for basic 911 service for only those Cumberland Exchange customers residing in Muskingum County.



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S12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

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## S12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

S12.1 Provision of the Protector and Demarcation PointS12.1 Definitions

- A. Demarcation Point or Network Interface is the point of interconnection between the Company's communications facilities and terminal equipment, protective apparatus or wiring at the customer's premises. The network interface or demarcation point shall be located on the customer's side, and within 50 feet, of the Company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the local Company's reasonable and nondiscriminatory standard operating practices. A Company provided outlet will be required at the demarcation point when new customer-owned premise wiring is installed or modifications are made to existing customer-owned premise wiring.
- B. Protector is a device which is installed on a telephone line to protect the customer's premises and connected equipment and the telephone network from over-voltage and/or over-current from atmospheric or other electrical discharges.

S12.2 Regulations

## A. Responsibilities

1. Responsibility for the network interface and the protector (including its associated grounding) on the network side of the demarcation point rests with the Company, though the customer is responsible for consequences resulting from erroneous wiring procedures conducted under his/her direction.
2. Responsibility for wiring and the maintenance of that wiring on the customer's side of the demarcation point (including any additional protection devices that may be installed as part of the premises wiring) rests with the owner (or subsequent owner) of the wiring.

## B. Exceptions

1. A "special environmental conditions" (substation) protector may be installed and owned by the subscriber, e.g. an energy utility, where conditions warrant this type of installation. The demarcation point in these installations will be located at a point mutually agreed upon by the customer and the Company.
2. Alarm companies may install their own jacks to a plug adapter interposed between the demarcation point provided by the Company and the customer's outlet and associated wiring.

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ABBREVIATED DIALING  
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ABBREVIATED DIALING

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## 14. ABBREVIATED DIALING

## 14.1. N11 Abbreviated Dialing Service

## 14.1.1. General

- A. Abbreviated Dialing Service ("N11") is a three digit local dialing arrangement available in specified areas of WINDSTREAM WESTERN RESERVE, INC. ("Company") for delivery of general information via voice grade facilities.

For the purposes of this tariff, N11 service is defined as 211, 511 and 811 services.

Pursuant to Order 00-256, issued by the Federal Communications Commission, (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services, and the 811 code is assigned for access to one call notification systems. In addition, the N11 subscriber must comply with any orders and rules pertaining to N11, adopted by the FCC in rulemaking proceeding CC Docket 92-105.

- B. N11 is available in Company Territory only.
- C. The Local Calling Area of the N11 subscriber will be the Local Service Area as defined within this tariff. If local calling areas are merged and a N11 number exists in both areas the Public Utilities Commission of Ohio will decide which N11 subscriber will retain the N11 dialing service in the merged local calling area.
- D. This service is furnished subject to the availability of the N11 number.
- E. N11 Service can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.), as facilities permit.
- F. Limitations and use of service as stated in this tariff apply.
- G. Directory Listings may be provided for N11 Service at rates and regulations as specified in this Tariff.
- H. Access to N11 Service is not available to the following classes of service:
- Hospital Service
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular - Type 2A

In addition, Operator assisted calls to a N11 subscriber will not be completed.

- I. The N11 subscriber is restricted from selling or transferring the three digit N11 number to an unaffiliated entity, either directly or indirectly; provided however, that nothing in this provision prevents the Company from transferring the N11 service where a different entity has been certified as the Call Center for the county in question.

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## ABBREVIATED DIALING

## 14. ABBREVIATED DIALING (Continued)

## 14.1. N11 Abbreviated Dialing Service (Continued)

## 14.1.1. General (Continued)

- J. An "affiliate" of a N11 subscriber is any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the N11 subscriber.
- K. N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Calling Number Identification service.
- L. Calls to a disconnected N11 number will be routed to intercept over the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.
- M. N11 Service will be provided within a maximum of 30 days after the customer's request for service has been processed in order to allow the Company sufficient time for provisioning.
- N. The N11 subscriber is prohibited from providing programming which involves live group interaction, such as "GAB" lines, "chat" lines, or similar type programs where the primary purpose is for callers to interact with one another.

## 14.1.2. Service Requirements and Conditions

- A. Applicants for service as an N-1-1 Call Center must provide evidence that they have received prior approval. The Approved Service Provider shall make written application for N11 Service to the Company at the local exchange level. The Approved Service Provider may establish N11 Service in all, part, or none of the Company's local exchanges.
- B. Within 30 calendar days of the number assignment, the N11 subscriber must initiate a service request order. This provisioning date will be no later than 30 days after initiation of the service request order.

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## ABBREVIATED DIALING

## 14. ABBREVIATED DIALING (Continued)

## 14.1. N11 Abbreviated Dialing Service (Continued)

## 14.1.2. Service Requirements and Conditions (Continued)

- C. The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the N11 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256, and any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. If a recall is affected, the Company will work with all N11 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit arrangement for information services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10 digit local number or one 10 digit toll free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same 7 or 10 digit local number or one 10 digit toll free number.
- E. The Federal Communications Commission (FCC) has ordered that certain N11 numbers be assigned for national purposes and certain uses. As requests are submitted by qualifying entities for N11 numbers assigned for national use, the Company will update the Tariff accordingly and inconsistent commercial use of such numbers shall be discontinued according to the following provisions.
- F. Use of N11 Service is subject to possible recall of the N11 code by the NANP (North American Numbering Plan) Administrator for national use. The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgement of this condition and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 97-51 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. If a recall is effected by the NANP Administrator, the Company will work with all N11 subscribers affected by such recall to transfer their service arrangements, if technically and economically feasible at the time, to an abbreviated dialing arrangement, and if not feasible, to a seven-digit dialing arrangement within the 6-month notice period. The N11 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- G. The N11 Service is provided where facilities permit.
- H. N11 subscribers should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach information services provided by dialing a N11 number. Charges for calls to the N11 number made from cellular end users will be billed to the cellular company. This may require the N11 subscriber to enter into a contractual agreement with the cellular company to provide 3-digit access service and the billing associated with the service.

GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

## ABBREVIATED DIALING

## 14. ABBREVIATED DIALING (Continued)

## 14.1. N11 Abbreviated Dialing Service (Continued)

## 14.1.2. Service Requirements and Conditions (Continued)

- I. N11 subscribers should work separately with competitive local exchange companies to ascertain their end user customer will be able to reach information service provided by dialing a N11 number.
- J. N11 Service will be provided under the following conditions:
  1. For network sizing and protection, each N11 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to N11.
  2. The customer will subscribe to adequate telephone facilities initially, and subsequently as may be required, in the judgment of the Company, to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours N11 Dialing service.
  3. A written notice will be sent to any N11 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.
  4. The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  5. The liability and indemnification language in Section S.2.5.3 applies to N11 service.
  6. Suspension of Service is not applicable for the service.
  7. If a N11 subscriber discontinues subscription to N11 Service, the N11 number will be disconnected and reassigned according to the conditions defined in A. preceding.

GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

## ABBREVIATED DIALING

## 14. ABBREVIATED DIALING (Continued)

## 14.1. N11 Abbreviated Dialing Service (Continued)

## 14.1.2. Service Requirements and Conditions (Continued)

## J. N11 Service will be provided under the following conditions: (Continued)

8. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the N11 subscriber utilized, directly or indirectly, with the N11 Service which fails to comply with regulations and conditions set forth herein, upon five (5) days notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the N11 subscriber is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
9. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

## K. If a pre-recorded announcement is utilized by the N11 subscriber, the following conditions apply:

1. The N11 subscriber will provide announcements. The Company will provide only the delivery of the call.
2. N11 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another N11 subscriber from sponsoring the same or similar announcement or recorded program service.
3. The provision of access to the N11 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and requirements of the local exchange network.
4. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
5. The N11 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder announcement equipment located on the subscriber's premises.

## L. The Company will take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users



GENERAL EXCHANGE TARIFF  
P.U.C.O. No. 9

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ABBREVIATED DIALING

## 14. ABBREVIATED DIALING (Continued)

## 14.1. N11 Abbreviated Dialing Service (Continued)

## 14.1.3. Rates and Charges

## A. Application of Rates

1. Nonrecurring charges shall apply for each N11 number per local calling area.
2. N11 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the N11 subscriber's designated premises.
3. Applicable service order charges as specified in Section 3 of this Tariff will apply, in addition to the following rates.

## B. Charges applicable to the N11 Service Subscriber:

1. Establishment of N11 Service, per N11 Service number, per Host or Standalone C.O. Switch

	Nonrecurring
	<u>Charge</u>
Current	\$ 500.00
Maximum	1,000.00

**EXHIBIT C**  
**(Narrative Summarizing Changes)**

**Windstream Western Reserve , Inc. hereby establishes a Basic Local Exchange Service (BLES) Tariff and detariffs certain services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD. The Applicant intends to remove from its tariff, any rates, terms and conditions of services required to be detariffed as a result of the Commission's adoption of rules to implement Sub. S. B. 162.**

**The new BLES Tariff cancels and supercedes the Applicant's General Exchange Tariff, P.U.C.O. No. 8, Local Exchange Tariff P.U.C.O. No. 9 and Pole Attachment Tariff No. 1 in their entirety.**

**EXHIBIT D**  
**(Customer Notices)**

**The customer notices accompanying the affidavit attached hereto as Exhibit E were sent via bill message in bill cycles April 19-May 16, 2011. In addition, on May 3, 2011, the notices were forwarded to the Commission-provided electronic mailbox (Telecomm-Rule07@puc.state.oh.us) in accordance with the Entry issued January 19, 2011 in Case No. 10-1010-TP-ORD.**

State of Ohio           )  
                               ) SS.  
County of Franklin )

I, Kathy E. Hobbs, am an authorized agent of the applicant company, Windstream Western Reserve, Inc., and am authorized to make this statement on its behalf. I attest that customer notices will be provided to customers in the State of Ohio via bill message during bill cycles April 19-May 16, 2011. I declare under penalty of perjury that the foregoing is true and correct.

Kathy E. Hobbs VP - STATE GOVT. AFFAIRS  
Signature and Title

A circular notarial seal for the State of Ohio. The outer ring contains the text "NOTARIAL SEAL" at the top and "STATE OF OHIO" at the bottom, separated by two small dots. The center of the seal features a landscape with a sun rising over mountains, a river, and a bridge. Below the bridge are two sheaves of wheat.

**LOIS A. GRUHIN**  
Attorney At Law  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

Notary Public  
My Commission Expires:

Bill message re: RESIDENTIAL CUSTOMER NOTICE

Billing system: CAMS

Co. #s: 080

Exchanges: ALL

NPAs/NXXs: ALL

Indicator: Residential; ILEC

Bill cycles: April 19 to May 16, 2011

Text:

This is an informational notice only. No action is required of you. There will be no changes to the services or to the amounts you now pay for your Windstream services on the effective date of the regulatory changes described below.

Beginning on May 19, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by Windstream Western Reserve, Inc. (Windstream) will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This allows Windstream to offer new services without delays associated with regulatory filings.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Windstream must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Windstream at the toll free number, 800-347-1991, or visit us at [www.windstream.com](http://www.windstream.com). You may also visit the consumer information page on the PUCO's website at [puco.ohio.gov](http://puco.ohio.gov) for further information.

Bill message re: NON-RESIDENTIAL CUSTOMER NOTICE

Billing system: CAMS

Co. #s: 080

Exchanges: ALL

NPAs/NXXs: ALL

Indicator: Business; ILEC

Bill cycles: April 19 to May 16, 2011

Text:

This is an informational notice only. No action is required of you. There will be no changes to the services or to the amounts you now pay for your Windstream services on the effective date of the regulatory changes described below.

Beginning on May 19, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Windstream Western Reserve, Inc. (Windstream) will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This allows Windstream to offer new services without delays associated with regulatory filings.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Windstream must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Windstream at the toll free number, 800-843-9214, or visit us at [www.windstream.com](http://www.windstream.com).