

MID-CONTINENT TELEPHONE SERVICE CORPORATION

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December 29, 1983

The Public Utilities Commission of Ohio 375 South High Street Columbus, Ohio 43215

Re: P.U.C.O. Case No. 83-464-TP-COI

BECEIVED

DEC 3 0 1983

POBLIC UTILITIES COMMISSION OF OHIO

Gentlemen:

Pursuant to the interim Opinion and Order dated December 20, 1983, attached for filing please find the Intrastate Interexchange Carrier Tariff, P.U.C.O. No. 1 for The Western Reserve Telephone Company.

Should further information or clarification be needed, please contact me at (216) 650-7430.

Sincerely,

Linda L. McFalls Staff Supervisor -Rates & Tariffs

LLM/ams

Attachment

This tariff is filed pursuant to the interim Opinion and Order of December 20, 1983 in the P.U.C.O. Case No. 83-464-TP-COI. Pursuant to the terms of that Opinion and Order the provisions of this tariff are effective only between January 1, 1984 and April 2, 1984, unless The Public Utilities Commission of Ohio shall order otherwise.

The Western Reserve Telephone Company

Filed under authority of Order No. 83-464-TP-COI (December 20, 1983) issued by the Public Utilities Commission of Ohio

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S1. INTRASTATE INTEREXCHANGE CARRIER ACCESS

S1.1 Application

The regulations, rates and charges specified herein are applicable to all communication services provided by an Intrastate Common Carrier as defined in S1.3.8, hereinafter referred to as the "ICC", which originate and terminate within the state of Ohio in areas within the operating territory of The Western Reserve Telephone Company, hereinafter referred to as "Company", where the Company provides certain communication facilities.

S1.2 Regulations

- S1.2.1 Upon reasonable notice and subject to the regulations, rates and charges specified herein, the Company will lease to the ICC, Exchange Network Facilities for Intrastate Access, hereinafter referred to as ENFIA, for the provision of Execunet/Sprint-type intrastate services offered pursuant to the ICC's tariffs, to the extent they can be made available with reasonable effort within exchanges set forth in Section 2 of this tariff. Those ENFIA to be provided shall be facilties as described in Section 3 of this tariff. The particular central office within an exchange from which the ENFIA will be provided shall be accommodated where, in the Company's sole discretion, such is available and can be practically implemented.
- S1.2.2 ICC must obtain the requisite regulatory approvals for the provision of such services.

S1.3 Definitions

- S1.3.1 CENTRAL OFFICE denotes a local switching unit by means of which a telephonic communication is furnished for customers within a specified area for exchange service, and includes a serving wire center.
- S1.3.2 CENTRAL OFFICE PREFIX denotes the first three digits of the seven-digit telephone number assigned to a customer's exchange telephone service when dialed on a local basis.
- S1.3.3 EXCHANGE denotes a specific, generally contiguous, geographical unit established for the administration of communications service, which usually embraces a city, town or village and its environs. It may utilize one or more central offices and associated plant facilities used in furnishing communications services within that area.
- S1.3.4 EXECUNET/SPRINT-TYPE INTERSTATE SERVICES denotes those specific services which MCI Telecommunications Corporation marketed as of April 16, 1979, as Execunet and Network Service, and which Southern Pacific Communications Corporation marketed as of April 16, 1979, as SPRINT

Filed under authority of Order No. 83-464-TP-COI (December 20, 1983) issued by the Public Utilities Commission of Ohio

S1. INTRASTATE INTEREXCHANGE CARRIER ACCESS

S1.3 Definitions (Continued)

S1.3.4 (Continued)

IV and V, and any other like services which may be offered by those carriers or any ICC which requires the use of the facilities made available herein, or which are substantially included by mutual written consent.

- S1.3.5 JOINTLY USED SUBSCRIBER PLANT denotes the local non-traffic sensitive exchange telephone service plant furnished in connection with ENFIA and made available to or from exchange telephone service locations within the state.
- S1.3.6 LOCAL CALLING AREA denotes a specific, generally contiguous geographical area associated with an exchange within which calls may be made without incurring toll charges.
- S1.3.7 LOCAL SWITCHING AND TRUNKING denotes the use of central office switching and related equipment furnished in connection with ENFIA made available to the ICC to complete a call via the ICC's intercity network to or from exchange telephone service locations within the state.
- S1.3.8 INTRASTATE COMMON CARRIER (or ICC) denotes a common carrier other than AT&T Communications of Ohio, Inc. (see Interim Opinion and Order, P.U.C.O. Case No. 83-464-TP-COI, December 20, 1983), not an exchange telephone company, which is engaged in the furnishing of Execunet/ Sprint-type intrastate services, or any end-to-end MTS/WATS-type intrastate service, or both.
- S1.3.9 TERMINAL LOCATION denotes a location from which the ICC furnishes and administers its approved common carrier communications services to its customers and at which the ICC has the capability of testing the facilities operated or terminated at the location.

\$1.4 Facilities Leased to ICC

S1.4.1 Scope of ENFIA

- A. Exchange Network for Intrastate Access. The provision by the Company of the use of common terminating, switching and trunking facilities and jointly used subscriber plant of the local public switched network for furnishing Execunet/Sprint-type intrastate service.
- B. ENFIA A (Local Calling Area-Line Side Connections). ENFIA access to make or receive dialed calls (other than directory assistance or operator assisted calls) in an exchange area on a non-toll basis.

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S1. INTRASTATE INTEREXCHANGE CARRIER ACCESS

S1.4 <u>Facilities Leased to ICC</u> (Continued)

S1.4.1 Scope of ENFIA (Continued)

- (1) This tariff provides for the lease of common terminating, switching and trunking facilities and jointly used subscriber plant of the Company's public switched telephone network to the ICC for its Execunet/Sprint-type intrastate services, or any end-to-end MTS/WATS intrastate service, or both.
- (2) The Company does not undertake to transmit messages or to offer any telecommunications service beyond that which it currently offers to the public.
- S1.4.2 The ICC shall be entitled through ENFIA to make any unlimited number of dialed calls (other than operator assisted or directory asistance calls) to exchanges in the local calling area associated with its ENFIA at the rates and charges as specified in S4.6.
- S1.4.3 The facilities provided under this tariff shall be furnished and installed by the Company.
- S1.4.4 Any facilities of the ICC or provided by the Company to the ICC may be terminated in customer-provided terminal equipment only upon compliance with the minimum protective requirements of the Federal Communications Commission for direct electrical connection to the nationwide telephone network, and any applicable tariff of the Company.
- S1.4.5 The Company may substitute, change or rearrange any telephone plant used in providing ENFIA under this tariff, any network protection criteria, any operating or maintenance characteristics of ENFIA or any of its operations or procedures. Applicable service changes will not apply for such Company originated substitutions, changes rearrangements. The Company shall not be responsible if any substitution, change or rearrangement renders any ICC-furnished services obsolete or incompatible with ICC's facilities, or otherwise affects their use of performance. Where operating characteristics of the ENFIA may be materially affected, the ICC will be given adequate notice of such action, and allowed a reasonable time to implement any modifications it deems necessary.
- S1.4.6 Substitutions, changes, rearrangements, reconfigurations or other modifications of the ENFIA requested by the ICC shall be made only by the Company and only upon written notice. The ICC shall pay the Company's applicable charges for such activities. The Company shall not be required to perform or permit any services which requires resources which are not readily available.

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S1. INTRASTATE INTEREXCHANGE CARRIER ACCESS

S1.4 Facilities Leased to ICC (Continued)

- S1.4.7 The Company shall undertake special construction, including administration and engineering, within the Company's local exchange areas to meet the needs of the Company or the ICC created by the ICC's Execunet/Sprint-type intrastate services, but only to the extent that the Company determines in its sole discretion that necessary resources are not available over and above its operating needs. Special construction is that construction undertaken:
 - A. Where ENFIA are not currently available (either in the serving central office or nearby central office in Company's exchange area) and there is no other requirement for the ENFIA so constructed,
 - B. Of a type other than that which the Company would normally use to furnish its own services.
 - C. Over a route other than that which the Company would normally use to furnish its own services.
 - D. In a quantity greater than which the Company would normally construct to serve its own services.
 - E. On an expedited or emergency basis,
 - F. On a temporary basis until permanent ENFIA are available,
 - G. Involving abnormal or specifically determined cost, including unusual engineering, design or rearrangement, or
 - H. In advance of the Company's normal construction.
- S1.4.8 Except in emergency situations, special construction shall be mutually agreed upon by the parties prior to the furnishing thereof and charges for such special construction shall be the actual cost of material and labor plus 15% for supervision and overhead expenses. In addition to monthly charges, the charges for special construction may include other recurring and non-recurring charges, and payments in aid of construction related to the proposed facilities.
- S1.4.9 Any request for a quotation of special construction charges which are determined on an individual case basis shall itself be subject to a special quotation charge for the direct administration and engineering costs associated with the preparation of that particular quotation. The ICC must authorize, through a designated representative, the request for a quotation before the Company undertakes any work involved in

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S1. INTRASTATE INTEREXCHANGE CARRIER ACCESS

S1.4 Facilities Leased to ICC (Continued)

S1.4.9 (Continued)

developing such quotation. When a firm order for the quoted special construction is received within 90 days of the quotation, the quotation shall be credited to the ICC at the time the special construction is provided.

- Vpon request of the ICC, the Company shall condition those regular voice grade facilities provided to the ICC so that the facilities have an industry-accepted set of conditioning characteristics. Conditioning charges to be paid by the ICC shall be estimated by the Company for the ICC prior to the time conditioning takes place. It is understood that conditioning charges shall cover only the particular activities of the Company undertaken at that time, and shall not include any subsequent conditioning.
- S1.4.11 The ICC shall have no property or other right to any telephone number assignment, or to any call number designation associated with the ENFIA. The Company reserves the right to assign, designate or change such numbers, or the central office prefixes associated with such numbers, at any time in its sole discretion. Where the number or prefix change occurs, intercept service shall be provided on the same terms available to the Company's other customers.
- S1.4.12 Directory listings are not included in the basic rates and charges for the ENFIA. Directory listings may be obtained at rates and charges as specified in S4.6. Such rates and charges may be revised from time to time.
- S1.4.13 If the ICC defers, modifies, or cancels all or any part of an order for ENFIA to be furnished, including special construction, between the date of such order and the date installation of the ENFIA is completed, the Lessee will pay to the Company all costs for work performed towards establishing the ENFIA which have been cancelled. These costs will include, where applicable, labor costs for the installation and removal of the ENFIA and the material, engineering, supply, and other expenses associated with the removed ENFIA. The date of installation shall be deemed to be the date on which the equipment provided is available for use of the ICC.
- S1.4.14 Title to all facilities provided to the ICC remains with the Company.

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S1. INTRASTATE INTEREXCHANGE CARRIER ACCESS

\$1.5 Interruptions of Facilities

- S1.5.1 The obligation of the Company to the ICC for any interruption to any ENFIA provided, shall be limited to the use of reasonable diligence under the circumstances to restore or substitute facilities. An allowance for any period of interruption not due to the negligence of the ICC or its customer, shall be made as follows: (1) No credit shall be allowed for an interruption of less than 24 hours, (2) An interruption of 24 hours or more shall be credited to the ICC at the rate of 1/30 of the monthly charge for the ENFIA for each period of 24 hours or part hereof over 8 hours that the interruption continues from the time the ICC notifies the Company that an interruption has occurred. No allowance shall be made for amounts less than one dollar. No allowance shall be made if the interruption is due in whole or part to the negligence of the ICC or its customers. No allowance shall be made for any period during which the ICC fails to afford the Company access to the ENFIA or connected facilities for the purpose of investigating and clearing troubles.
- S1.5.2 The Company shall not be liable to the ICC or the ICC's customers for incorrect or defective transmission as such, but a sufficient continuous period of incorrect or defective functioning shall be treated as an interruption and dealt with under S1.5.1 above.
- S1.5.3 As provided in S1.6.3, no credit shall be allowed for interruptions resulting from any testing or maintenance operations performed by or for the Company or the ICC, or both.
- S1.5.4 The ICC shall defend, indemnify, protect and hold the Company harmless against all claims from or on behalf of the ICC's customers or other persons which arise out of errors, omissions, delays or interruptions in the provision or use of ENFIA unless caused solely by the negligence of the Company. The liability of the Company shall in no event exceed the allowance, if any available under this section (S1.5).

S1.6 Operation and Maintenance

- S1.6.1 The selection of all ENFIA to be provided shall be made by the Company. The Company shall furnish the ICC relevant information about the facilities provided to permit the ICC to perform overall end-to-end circuit design, and to maintain and test the ICC's system. All design, maintenance and testing shall be the sole responsibility of the ICC except as otherwise specifically provided herein.
- S1.6.2 The ENFIA provided shall be maintained by the Company; the ICC shall maintain all other facilities, apparatus and equipment. The ICC's testing shall be performed from its own or its customer's premises.

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S1.6 Operation and Maintenance (Continued)

S1.6.2 (Continued)

The ICC may not rearrange, move, disconnect, remove or attempt to repair any equipment or facilities provided by the Company unless it has the written consent of the Company. Such activities shall be subject to the provisions of this tariff and to charges by the Company.

- S1.6.3 Any ENFIA on premises other than the Company's and any facilities of or used by the ICC in connection with the ENFIA provided shall be available to the ICC at mutually agreed upon times for testing and, where applicable, appropriate maintenance. Such tests and maintenance shall be completed within a reasonable time. No credit shall be allowed the ICC for incidental interruptions related to such tests and maintenance.
- S1.6.4 Any ENFIA on premises other than the Company's and any facilities of or used by the ICC shall be made available to the ICC at any time for the investigation and clearing of trouble thereon. In the event trouble should be determined not to be in the Company's facilities, the ICC shall reimburse the Company, in accordance with S4.6, for all costs of investigation and testing not typically incurred in the Company's routine testing.
- S1.6.5 All signals for transmission over the ENFIA provided shall be delivered by the ICC balanced to ground, except for loop and duplex (DX) type signaling. Except for (DX) type signaling, ground return operation shall not be used under any circumstances.
- S1.6.6 The characteristics and methods of operation of any circuits, facilities or equipment provided by the ICC or its customers and connected to or with the leased facilities shall not be permitted by the ICC to interfere with or impair service over any circuits or facilities of the ICC or other telephone companies, cause damage to their plant, infringe upon the privacy of any communication, or create a hazard to any person.
- S1.6.7 If the contingencies prohibited by S1.6.6 above should occur, the Company shall, where practicable, notify the ICC of such event, and that temporary discontinuance may be required. Where prior notice is not practicable, the Company shall be entitled to temporarily discontinue the use of ENFIA when such action is reasonable under the circumstances. The ICC shall be promptly notified of such action and afforded the opportunity to correct the condition. Where such temporary discontinuance occurs, no allowance for interruption shall be applicable.

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\$1.7 Claims for Damages

- The ICC shall defend, indemnify, protect and hold the Company harmless \$1.7.1 from and against any and all liability, loss, claims and demands for damages to property and injury or death to persons, including payments made under any workmen's compensation law or under any plan for employee's disability and death benefits, which may arise out of, or be caused by, the design, construction, installation, testing, maintenance, presence, use or removal of the ICC's circuits, apparatus, facilities, or equipment connected or to be connected, to the ICC's facilities, or by any act or omission of the ICC. The ICC shall also defend, indemnify, protect and hold the Company harmless from any and all liability, loss, claims and demands of any kind which arise directly or indirectly from the operation of the ICC's circuits, apparatus, facilities and equipment, including, but not limited to taxes, special charges by others, damages or loss for infringement of copyright, for libel and slander, or for unauthorized use of any broadcast or other programs; provided, however, the foregoing shall not apply to suits, claims or demands based solely on the tortious conduct of the Company, its officers, agents or employees.
- S1.7.2 The Company shall reimburse the ICC for physical damage to premises or equipment of the ICC resulting from the provision of ENFIA by the Company on such premises or by the installation or removal thereof caused by the negligence or willful act of the Company.
- S1.7.3 The ICC shall reimburse the Company for physical damage to ENFIA of the Company caused by the negligence or willful act of the ICC or a customer of the ICC (while using the ICC's services), which results from improper use of ENFIA or the Company's other facilities, or which is due to malfunction of any facilities or equipment provided by anyone other than the Company. Upon reimbursement for damages, the Company shall cooperate with the ICC in litigating claims against any person causing such damage, and the ICC shall be subrogated to the right of recovery by the Company for damages to the extent of such payment.
- S1.7.4 In no event shall the ICC or the Company be liable to or through the other or customers of the other for consequential damages arising out of this tariff, unless such damage is occasioned by the willful conduct of the Company or the ICC.

S1.8 General Provisions

S1.8.1 No provision of this tariff shall be deemed to be included for the benefit of any customer of the ICC. All requests for facilities shall be made only by the ICC and not by the ICC's customers. All contracts and arrangements between the ICC and its customers concerning the furnishing and maintenance of, and the billing and

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S1.8 General Provisions (Continued)

- S1.8.1 collecting of charges for, the ICC's Execunet/Sprint-type intrastate services to its customers, including services furnished over the ENFIA, shall be the ICC's sole responsibility. The provision of facilities under this tariff shall not constitute a joint undertaking of the Company with the ICC for furnishing of any service.
- S1.8.2 The Company's performance shall be excused by war, labor difficulties, governmental regulations or orders, civil disturbance, acts of God and all other similar circumstances beyond the Company's reasonable control which significantly affect the performance of this tariff, or make performance impracticable.
- S1.8.3 Where the ICC elects to terminate the lease of any ENFIA and the Company subsequently determines in its discretion that such facilities are not reuseable by the Company in the normal conduct of its business, the ICC agrees to pay reasonable charges for ENFIA removal and retirement unless other arrangements are mutually agreed upon.
- S1.8.4 Unless otherwise specified, each ENFIA provided under this tariff shall be subject to a minimum charge equal to the charge for a period of one month.
- A bill for all charges incurred by the ICC under this tariff during the preceding month shall be sent by the Company to the ICC and the ICC agrees to pay each bill in full within one month after receipt thereof. Either party shall, upon request, furnish to the other such information as may reasonably be required for verification of any bill. In the event the ICC cancels, suspends, or defers any order for ENFIA after the Company has initiated efforts to provide it, the ICC shall pay all expenses reasonably incurred by the Company.
- Any obligation to lease ENFIA under this tariff is conditioned upon the maintenance of valid certificates, permits, franchises, licenses or other authority as may be required by state or federal law, or both: (1) to offer, acquire or operate the facilities contemplated by this tariff, (2) to offer, acquire, or operate circuits of facilities which may be connected to the leased facilities, and (3) to provide Execunet/Sprint-type intrastate services with such facilities. Upon revocation or termination of any such certificates, permits, franchises, licenses, or other authority for any reason, the other party may discontinue provision or use of the facilities provided under this tariff until such certificates, permits, franchises, licenses or other authority are restored.

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S1.8 General Provisions (Continued)

- Nothing contained within this tariff shall be construed to prohibit the Company or the ICC from opposing, in whole or in part: (1) any application, petition or other request by the other for authority to offer, acquire, construct, install, maintain and operate new circuits or facilities or to extend or supplement existing circuits or facilities, or (2) the offering by the other of any new or revised classification or subclassification of common carrier communication service on an interstate or intrastate basis, or both.
- S1.8.8 The ICC may advise its customers that ENFIA are made available by the Company in connection with the services the ICC furnishes to its customers, however, the ICC shall not represent that the Company jointly participates in the ICC's services or is otherwise affiliated with the ICC.
- S1.8.9 The facilities provided under this tariff shall not be used for any purpose or in any manner directly or indirectly in violation of any statute, order or regulation, or in aid of any unlawful act or undertaking.
- S1.8.10 If the ICC should violate any of the provisions of this tariff, or default in any of its obligations, including any payments to be made by it on the dates or at the times specified within this tariff, and should it fail within twenty (20) days after written notice from the Company to correct such violation or default, the Company may, at its option, discontinue the provision of facilities in whole or in part. A copy of such notice from the Company shall be forwarded to the ICC's designated representative.
- S1.8.11 The failure of either the Company or the ICC to enforce or insist upon compliance with any of the provisions of this tariff, or a waiver by either party in any instance, shall not be construed as a general waiver or relinquishment of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- S1.8.12 The ICC may not assign or transfer the use of ENFIA provided under this tariff except that, where there is no relocation or interruption of use of the ENFIA, such assignment or transfer may be made to:
 - A. Another ICC of comparable financial viability, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for the ENFIA, including any unexpired portion of the minimum period, and the termination liability applicable to such ENFIA, if any; or

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\$1.8 General Provisions (Continued)

S1.8.12 B. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes any unexpired portion of the minimum period and the termination liability applicable to such ENFIA, if any.

In all cases of an assignment or transfer, the written acknowledgment of the Company shall be required prior to such assignment or transfer. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

- S1.8.13 The Company and the ICC shall designate individual representatives and to cooperate in the preparation of mutually acceptable procedures to assist in administering and applying this tariff. Such procedures may be modified or superceded from time to time by mutual consent. Any matter not specifically covered in this tariff or procedures consistent herewith shall be administered pursuant to the Company's procedures then in existence.
- S1.8.14 Upon request the ICC shall furnish to the Company at no charge suitable equipment space and electrical power at the point of connection of the Company's facilities with any terminus of the ICC's intercity facilities. The ICC shall make appropriate arrangements so that the Company's agents and employees will have access to such space at all reasonable times.
- S1.8.15 The ICC shall reimburse the Company for any theft-related loss the Company suffers under this tariff on the ICC's premises.
- S1.8.16 At its own cost, the ICC shall install such additional facilities or protective apparatus which, according to accepted telecommunications industry standards, are required to be installed because of the particular use or hazardous location of the ENFIA provided under this tariff.
- S1.8.17 The ICC shall provide all necessary on and off-hook supervision.

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S2. LIST OF CENTRAL OFFICES/EXCHANGES

S2.1 Exchange Network Facilities for Intrastate Access may be provided out of the following central offices/exchanges:

| Exchange | Central Office |
|----------------|----------------|
| Ashtabula | 964* |
| Ashtabula | 969* |
| Ashtabula | 992 |
| Ashtabula | 993 |
| Ashtabula | 997 |
| Ashtabula | 998 |
| Aurora | 562 |
| Austinburg | 275 |
| Bainbridge | 543 |
| Bloomingdale | 944* |
| Centerville | 686* |
| Chardon | A11 |
| Chester | 985* |
| Coolville | A11* |
| Cumberland | 638 |
| Dorset | 858* |
| Fairview | 758* |
| Geneva | 466 |
| Hinckley | 278 |
| Hiram | 569* |
| Hopedale | 937* |
| Hudson | 650 |
| Hudson | 653 |
| Hudson | 655* |
| Huntsburg | 636* |
| Kingsville | 224* |
| Little Hocking | 989 |
| Madison | 428* |
| Mesopotamia | 693* |
| Middlefield | 632 |
| Montville | 968* |
| Morristown | 782* |
| Newbury | 564 |
| Northfield | 467* |
| Northfield | 468* |
| Northfield | 656 |

^{*}Availability of rotary trunking may be limited due to the type of central office equipment installed in this office.

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S2. LIST OF CENTRAL OFFICES/EXCHANGES

S2.1 (Continued)

| Exchange | Central Office |
|------------------------|----------------|
| Old Washington | 489* |
| Peninsula [~] | 657* |
| Perry | 259* |
| Pierpont | 577* |
| Powhatan Point | 795* |
| Quaker City | 679* |
| Richfield | 659* |
| Rock Creek | 563 |
| Russell | 338 |
| Thompson | 298* |
| Twinsburg | 425 |

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^{*}Availability of rotary trunking may be limited due to the type of central office equipment installed in this office.

S3. ENFIA FACILITIES

S3.1 General

- S3.1.1 This tariff specifies regulations, rates and charges for the provision and use of common terminating, switching and trunking facilities and jointly used subscriber plant of the Company's public switched network to the ICC for its use in furnishing Execunet/Sprinttype intrastate service.
- S3.1.2 ENFIA are provided 24 hours daily, seven (7) days a week.
- S3.1.3 Dialed Operator or Directory Assistance on non-Message Toll
 Telephone Calls from the ENFIA will be denied. Therefore, the ICC shall furnish assistance and receive trouble reports as may be required from time to time.
- ENFIA, when being used in the outgoing direction may, at the option of the ICC, be arranged for dial pulse or TOUCH-CALL address signaling, subject to availability of equipment in the central office from which the ENFIA are provided. When a multi-line group of ENFIA are provided, all ENFIA will be arranged for the same type signaling. No address signaling is provided by the Company on ENFIA when used in the incoming direction. Address signaling in such cases, if required by the ICC, must be provided by the ICC's patron using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Company and will be subject to the ordinary transmission capabilities of ENFIA.

S3.2 <u>Voice Grade Central Office Connecting Facilities (VGCOCF)</u>

- S3.2.1 A Voice Grade Central Office Connecting Facility is an effective two-wire or effective four-wire communications path between two points comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3,000 Hertz and as more particularly described below, provided between a telephone company central office and an ICC Terminal location.
 - A. Effective Two Wire An effective two-wire VGCOCF is a two-point facility consisting of a single electrical path capable of accommodating voice grade transmission in both directions, but not simultaneously, and which is two wire at the points of termination and having the following characteristics:
 - 1. The calculated 1,000 Hertz insertion loss between 600 ohm terminations will be within the range of 0 to 10 db.

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S3.2 Voice Grade Central Office Connecting Facilities (VGCOCF) (Continued)

- S3.2.1 2. The loss deviation with frequency (from a 1,000 Hz reference) shall not exceed -3 db to +12 db between 300 and 3,000 Hz, -2 db to +8 db between 500 and 2,500 Hz.
 - 3. The envelope delay distortion shall not exceed a maximum difference of 1,750 microseconds between 800 to 2,600 Hz.
 - B. Effective Four Wire An effective four-wire VGCOCF is a two-point facility consisting of two separate one-way electrical paths each capable of accommodating voice grade transmission (one for each direction) and which is four wire at the points of termination and having the following characteristics:
 - 1. The calculated 1,000 Hz insertion loss between 600 ohm terminations will be within the range of 0 to 16 db.
 - 2. The loss deviation with frequency (from a 1,000 Hz reference) shall not exceed -3 db to +12 db between 300 and 3,000 Hz, -2 db to +8 db between 500 and 2,500 Hz.
 - 3. The envelope delay distortion shall not exceed a maximum difference of 1,750 microseconds between 800 and 2,600 Hz.

S3.2.2 Transmission Loss, Resistance, and Noise Requirements

- A. The Voice Grade Central Office Connecting Facility (VGCOCF) will be an effective two-wire or four-wire facility. The facility will be designed to meet the 1,000 Hz EML objective of 7.0 db, maximum 8.5, as meausred at the station protector after dialing up a connector-number, one milliwatt, 1,000 Hz test tone from the serving central office. Insertion loss measurements are made with 900 ohm terminations.
- B. The conductor loop resistance will be designed for the specified central office and equipment to be used with that central office and the value chosen will permit at least 20 milliamperes DC loop current into a 200 ohm resistive termination.
- C. Two wire customer loops use to be designed to meet a nominal 20 dbrnc message noise requirement and will not exceed a value of 30 dbrnc.

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\$3.2.3 Reference Manual

A. The Electrical Industries Association (EIA) Standards for switching Equipment for Voiceband Applications, current issue, should be referenced for definitions and parameters concerning voltage potentials and currents, ringing schemes, address signaling requirements, disconnect signals, transmission and induced voltage considerations to be encountered and/or adhered to on the Company's network.

\$3.2.4 Interexchange Four-Wire Facility

A. For Interexchange VGCOCF an effective four-wire facility may be utilized but special charges for meeting the technical requirements addressed previously will be applied.

S3.3 Conditioning of Voice Grade Central Office Connecting Facilites

S3.3.1 Voice grade facilities described in S3.2 preceding may be conditioned to have one of the following sets of characteristics. These characteristics are not represented to apply to the entire service provided by the ICC to its patron, but only to the facilities provided under this tariff when not connected to the facilities of the ICC or equipment of its patron.

A. Type C1

- The calculated 1,000 Hz insertion loss between 600 ohm terminations will be within the range of 0 to 10 dbm for effective two-wire facilities and within range of 0 to 16 db for effective four-wire facilities.
- 2. The loss deviation with frequency (from 1,000 Hz reference) shall not exceed -1 db to +3 db between 1,000 and 2,400 Hz, -2 db to +6 db between 300 and 2,700 Hz.
- 3. The envelope delay distortion shall not exceed a maximum difference of 1,000 microseconds between 1,000 and 2,400 Hz.

B. Type C2

- 1. The calculated 1,000 Hz insertion loss between 600 ohm terminations will be within the range of 0 to 10 db for effective two-wire facilities and within the range of 0 to 16 db for effective four-wire facilities.
- 2. The loss deviation with frequency (from 1,000 Hz reference) shall not exceed -1 db to +3 db between 500 and 2,800 Hz, -2 db to +6 between 300 and 3,000 Hz.

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S3.3 Conditioning of Voice Grade Central Office Connecting Facilities (Continued)

3. The envelope delay distortion shall not exceed maximum difference of 500 microseconds between 1,000 and 2,600 Hz, a maximum difference of 500 microseconds between 1,000 and 2,600 Hz, a maximum difference of 1,500 microseconds between 600 and 2,600 Hz, a maximum difference of 3,000 microseconds between 500 and 2,800 Hz.

C. Type C4

- The calculated 1,000 Hz insertion loss between 600 ohm terminations will be within the range of 0 to 10 db for effective two-wire facilities and within the range of 0 to 16 db for effective four-wire facilities.
- 2. The loss deviation with frequency (from 1,000 HZ reference) shall not exceed -2 db to +3 db between 500 and 3,000 Hz, -2 db to +6 db between 300 and 3,200 Hz.
- 3. The envelope delay distortion shall not exceed a maximum difference of 300 microseconds between 1,000 and 2,600 Hz, a maximum difference of 300 microseconds between 2,000 and 2,600 Hz, a maximum difference of 500 microseconds between 800 and 2,800 Hz, a maximum difference of 1,500 microseconds between 600 and 3,000 Hz, a maximum difference of 3,000 microseconds between 500 and 3,000 Hz.

D. Type C5

- 1. The calculated 1,000 Hz insert in loss between 600 ohm terminations will be within the range of 0 to 10 db for effective two-wire facilities and within the range of 0 to 16 db for effective four-wire facilities.
- 2. The loss deviation with frequency (from 1,000 HZ reference) shall not exceed -1 to +3 db between 300 to 3,000 Hz, -0.5 db to +1.5 db between 500 and 2,800 Hz.
- 3. The envelope delay distortion shall not exceed a maximum difference of 100 microseconds between 1,000 and 2,600 Hz, a maximum difference of 300 microseconds between 600 and 2,600 Hz, a maximum difference of 600 and 2,600 Hz, a maximum difference of 600 mircoseconds between 500 and 2,800 Hz.

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S4. ENFIA RATES AND CHARGES

S4.1 ENFIA Charges

- S4.1.1 Monthly ENFIA charges will consist of the following rate elements (per circuit):
 - A. ELEMENT I Voice Grade Central Office Connecting Facility
 This represents the charges for the facility between the Company's central office (up to the main frame) and the point of connection with the ICC's facility (whether directly or by private line facilities contracted for by the ICC).
 - B. ELEMENT II Local Switching and Trunking
 This charge is for use of the Company's local exchange switching
 and trunking facilities for termination of the ICC's EXECUNET/
 Sprint-type intrastate service, or any other end-to-end MTS/WATStype intrastate service.
 - C. ELEMENT III Jointly Used Subscriber Plant
 The charge is for the cost of jointly used subscriber telephone distribution plant involved in the utilization of ENFIA facilities.
 - D. <u>ELEMENT IV Special Charges</u>
 These charges are for special and service charges required to provide the services requested by the ICC.

\$4.2 Service Charge

- \$4.2.1 The following service charges may apply for each ENFIA circuit:
 - A. Service Ordering
 - 1. Initial Service Order Charge
 - 2. Subsequent Service Order Charge
 - B. Central Office Charge
 - C. Visitation Charge

S4.3 Charges for Investigation and Testing

S4.3.1 The ICC will be responsible for payment of charges for investigation and testing requiring visits by the Company to the ICC's terminal location, the premises of patrons of the ICC, or the point of connection with a facility provided by another telephone company as follows:

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S4. ENFIA RATES AND CHARGES

S4.3 Charges for Investigation and Testing (Continued)

S4.3.1 (Continued)

- A. Where the facility difficulty or trouble report results from the use of facilities or equipment provided by other than the Company (per visit).
- B. In the event the trouble is not found to be in the Company's facilities and the ICC has specifically requested a dispatch of the Company's personnel a charge equal to the appropriate prevailing fully-allocated hourly labor rate times the total number of hours, or fraction thereof, required for the maintenance visit.
- C. These visits shall be limited to the Company's service operating area.

\$4.4 Mileage Charges

- S4.4.1 Charges for mileage will apply for interoffice facilities, both intraexchange and interexchange. Mileage charges will apply to each cable pair separately.
 - A. For intraexchange interoffice facilities, mileage charges will apply when:
 - 1. The ICC requests service from a central office other than the normal serving central office, or
 - When the Company deems the service cannot be provided from the normal serving central office due to equipment limitations and/or potential service impairment.
 - B. For interexchange interoffice facilities mileage charges will apply.

S4.5 Special Charges

S4.5.1 Circuit Equipment The charges for special circuit equipment consisting of S.F. signaling units and associated material provided under this tariff and not covered by rates listed above will apply, per circuit. There is a minimum service period for circuit equipment of sixty months. Termination or reduction of service within this period shall result in a termination charge. The termination charge shall decrease each month during the minimum service period by one-sixtieth.

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S4. ENFIA RATES AND CHARGES

S4.5 Special Charges (Continued)

- S4.5.2 <u>Facility Conditioning Charges for Conditioning</u> as specified in Section 3 of this tariff will be made, per circuit, for the following types of conditioning:
 - A. Type C1 Conditioning
 - B. Type C2 Conditioning
 - C. Type C4 Conditioning
 - D. Type C5 Conditioning
- S4.5.3 Construction Charges The charges for construction as specified in \$\overline{\text{S1.4}}\$ of this tariff will be based on the fully allocated costs of the Company. Fully allocated costs are defined for the purpose of this tariff to include direct costs, such as material and labor provided, allocations of general administration and other overheads, and any other identifiable indirect cost related to the service or equipment provided.
- S4.5.4 Additional Labor is that labor requested by the ICC on a given facility as described in A through E following. The Company will notify the ICC that additional labor charges will apply before any additional labor is undertaken. Charges will apply on an hourly or fraction thereof basis and will be based on the prevailing fully allocated labor rate of the Company.
 - A. Overtime Installation is that installation effort by the Company outside of regularly scheduled working hours. For the purposes of this tariff, regularly scheduled working hours are 8:00 a.m. till 5:00 p.m. weekdays.
 - B. Additional Installation Testing is that testing performed by the Company at the time of installation which is in addition to normal preservice acceptance testing.
 - C. Overtime Repair is that maintenance effort performed by the Company outside of regularly scheduled working hours.
 - D. Stand By includes all time in excess of one-half (1/2) hour during which the Company's personnel stand by to make coordinated tests on a given facility.
 - E. Other Labor as agreed by the Company and the ICC, additional labor not included in A through D preceding may be undertaken.
- S4.5.5 Directory Listings will be provided at the rates as indicated in S4.6.

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S4. ENFIA RATES AND CHARGES

S4.5 Special Charges (Continued)

S4.5.6 Message Telecommunications Service Calls over ENFIA to or from numbers outside of the local calling area of the exchange in which the ENFIA is provided will be rated as MTS calls and will be charged to the ICC.

S4.5.7 Underutilization Liability

- A. To the extent that there is no other requirement for use by the Company, a charge may apply consistent with SI.4 of this tariff, after six months and annually thereafter for VGCOCF's or a portion thereof reserved or specially constructed to meet the annual forecasted needs of the ICC, where the ICC utilizes such facilities in an amount less than 70% of its annual forecasted requirements.
- B. For example, if the ICC formerly forecasts in writing 100 VGCOCF's for a given calendar year, billing for a minimum of 70 VGCOCF's will apply after July 31st of that year whether or not the ICC has requested service for 70, and whether or not the other requirements of this underutilization liability clause have been met.

\$4.5.8 Provision of Test Numbers

A. The Company will provide telephone numbers to be used by the ICC for test purposes.

\$4.6 Rates and Charges

| | | Non-Recurring | Recurring |
|---------|--|---------------|-----------|
| \$4.6.1 | ELEMENT I, VGCOCF | NA | NA |
| \$4.6.2 | ELEMENT II, Local Switching and Trunking | NA | \$ 57.59 |
| \$4.6.3 | ELEMENT III, Jointly Used Subscriber Plant, per circuit | \$ 46.55 | 215.12 |

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S4. ENFIA RATES AND CHARGES

S4.6 Rates and Charges (Continued)

S4.6.4 ELEMENT IV, Special and Service Charges

| 1. | Special Equipment-SF Units, | | |
|-----|-------------------------------------|---------|----------|
| | per circuit | \$24.10 | \$ 6.00 |
| 2. | Conditioning | - | · |
| _ | a. Conditioning C1 | ** | ** |
| | b. Conditioning C2 | ** | ** |
| | c. Conditioning C4 | ** | ** |
| | d. Conditioning C5 | ** | ** |
| 3. | Investigation/Testing, per occasion | 10.00 | NA |
| | Directory | | |
| | a. Listing | NA | NA |
| | b. Additional Listing, per listing | NA | 1.00 |
| | c. Non-Published, per number | NA | 1.00 |
| 5. | Mileage Charges | | |
| - • | a. Intra-exchange, per circuit | NA | 13.75 |
| | b. Inter-exchange, per circuit | NA | 3.60/mi. |
| 6. | Construction | * | NA |
| | Additional Labor | * | NA |
| | Non-Recurring Service | | , |
| •• | a. Service Order - Initial | 22.45 | NA |
| | b. Service Order - Subsequent | 7.95 | NA |
| | c. Central Office Charge | 24.10 | NA |
| | d. Visitation Charge | 29.55 | NA |
| 9. | Other | * | NA NA |
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^{*}To be charged at the appropriate fully-allocated hourly labor rate times the total number of hours or fraction thereof.

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^{**}To be quoted if required for service.