

FILE

# Digital Connections

P.O. Box 387 Bruceton Mills, WV 26525

www.DigitalConnections.net

304 284-0779 ofc

888 303-6190

304 284-8555 fax

232

March 27, 2014

Public Utilities Commission of Ohio  
Attention: Docketing Department  
180 East Broad Street  
11th Floor  
Columbus, OH 43266-0030

Re: REVISION of Application of Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc. for a Certificate of Public Convenience and Necessity  
**Case No. 14-390-TP-ACE**

Enclosed for filing, please find the revisions of the application of Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc. for a Certificate of Public Convenience and Necessity to provide local exchange service and interexchange services within the State of Ohio.

Please replace the previously submitted application and tariffs with this revision.

Sincerely,



Timothy Wotring  
Vice President

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**EXHIBIT 25**

**TELECOMMUNICATIONS APPLICATION FORM**

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Digital Connections, Inc  
to Certification in the State of Ohio

Case No. 03 - 1795-TP - ACE

Name of Registrant(s) Digital Connections, Inc  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) 452 Casteel Road Bruceton Mills, WV 26525

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

Motion for waiver(s) filed affecting this case? ☐ Yes ☐ No [Note: waiver(s) tolls any automatic timeframe]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Interexchange Tariff | <input checked="" type="checkbox"/> Local Tariff                       | <input type="checkbox"/> CESTC Tariff |
|   | <input checked="" type="checkbox"/> Carrier-to-Carrier (Access) Tariff |                                       |

**Description of Services**

NOTE: All Facilities-Based carriers must file an Access Tariff

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Service provisioned via Resale   | <input type="checkbox"/> Service provisioned via Facilities  | <input type="checkbox"/> Both Resold and Facilities-based                  |
| <input type="checkbox"/> Description of Proposed Services   | <input type="checkbox"/> Statement about the provision of CTS services   | <input type="checkbox"/> Description of the general geographic area served |
| <input type="checkbox"/> Explanation of how the proposed services in the proposed market area are in the public interest. | <input type="checkbox"/> Description of the class of customers (e.g., residence, business) that the applicant intends to serve |  |

**Business Requirements**

Evidence of Registration with: ☒ Ohio Department of Taxation ☐ Ohio Secretary of State<sup>1</sup> & Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

- ☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.
- ☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions
- ☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners.
- ☒ Documentation indicating the applicant's corporate structure and ownership
- ☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number 1359429

- ☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

<sup>1</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):  
☒ interconnection agreement ☒ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

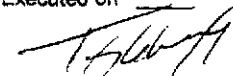
**Affidavit**

I am an authorized representative of the applicant corporation Digital Connections, Inc  
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on

at



3/6/14

(Signature and Title)

(Date)

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Digital Connections, Inc  
to Certification in the State of Ohio

TRF Docket No. 90-\_\_\_\_\_

Case No. 03 - 1795-TP - ACE

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

Name of Registrant(s) Digital Connections, Inc

DBA(s) of Registrant(s) Digital Connections, Inc of Ohio

Address of Registrant(s) 452 Casteel Road Bruceton Mills WV 26525

Company Web Address www.digitalconnections.net

Regulatory Contact Person(s) Timothy Wotring

Phone 304-284-0779 Fax 304-379-2167

Regulatory Contact Person's Email Address TimW@digitalconnections.net

Contact Person for Annual Report Luciana Lowe

Phone 304-284-0779

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Same as Above

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

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

Motion for waiver(s) filed affecting this case? ☐ Yes ☐ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input checked="" type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14 (C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G)(0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
<b>Other*</b> (explain) _____			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b> _____				

## Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC X	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input checked="" type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – 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, Digital Connections, Inc. and am authorized to make this statement on its behalf.

Timothy Wotring  
(Name)

Please Check ALL that apply:

☒ 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) 3-6-2014 at (Location) \_\_\_\_\_  
\*(Signature and Title) [Signature] - V. Pres (Date) 3/6/14

- 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, Timothy Wotring verify that I have utilized the Telecommunications Filing Form for most proceedings 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) [Signature] - V. Pres (Date) 3/6/14  
\*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



The following exhibits are hereby submitted with this application:

- EXHIBIT 1 - PROPOSED TARIFFS
- EXHIBIT 2 - NOTIFICATION TO THE OHIO DEPARTMENT OF TAXATION
- EXHIBIT 3 - DESCRIPTION OF PROPOSED SERVICES
- EXHIBIT 4 - DECLARATION OF SERVICE METHODS
- EXHIBIT 5 - CTS SERVICE DECLARATION
- EXHIBIT 6 - STATEMENT OF PUBLIC INTEREST
- EXHIBIT 7 - PROPOSED MARKET AREA
- EXHIBIT 8 - CLASS OF CUSTOMERS
- EXHIBIT 9 - FINANCIAL DATA – FILED UNDER PROTECTIVE ORDER
- EXHIBIT 10 - TECHNICAL AND MANAGERIAL EXPERTISE
- EXHIBIT 11 - CORPORATE STRUCTURE
- EXHIBIT 12 - OPERATION IN OTHER STATES
- EXHIBIT 13 - ACCOUNTING RECORDS
- EXHIBIT 14 - COMPLIANCE VERIFICATION
- EXHIBIT 15 - EXPLANATION OF RATES
- EXHIBIT 16 - SERVICE AREAS WITH APPROBED INTERCONNECTION AGREEMENTS
- EXHIBIT 17 - ADVANCED PAYMENT DECLARATION
- EXHIBIT 18 - NEGOTIATIONS LETTERS PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATION ACT OF 1996 WITH PROPOSED TIMELINE
- EXHIBIT 19 - OHIO SECRETARY OF STATE CERTIFICATION
- EXHIBIT 20 - OFFICERS AND DIRETORS CONTACT INFORMATION
- EXHIBIT 21 - CUSTOMER BILL AND DISCONNECT NOTICE
- EXHIBIT 22 - CUSTOMER APPLICATION FORM
- EXHIBIT 23 - LIST OF OHIO EXCHANGES APPLICATE INTENDS TO SERVE
- EXHIBIT 24 - CLEC EXCHANGE LISTING FORM
- EXHIBIT 25 - TELECOMMUNICATIONS APPLICATION FORM

**EXHIBIT 1**

**PROPOSED TARIFFS**

Revised Title Sheet

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICES WITHIN THE STATE OF OHIO  
BY  
DIGITAL CONNECTIONS, INC. D/B/A DIGITAL CONNETIONS OF OHIO, INC  
WITHIN THE COUNTIES OF**

Belmont	Franklin	Jefferson	Portage
Columbiana	Gallia	Mahoning	Stark
Coshocton	Geauga	Monroe	Summit
Cuyahoga	Guernsey	Muskingum	Tuscarawas
Fairfield	Harrison	Perry	Washington

This Tariff applies to the Intrastate Telecommunications Services furnished by Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc. ("Carrier") between one or more points in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at Carriers principal place of business.

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,

Dated

In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

### **TARIFF FORMAT**

**Page Numbering** – Page numbers appear in the upper right corner of the page. Pages numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1

**Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.

**Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2

2.1

2.1.1

2.1.1.1

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,

Dated

In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

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Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,

Dated                      In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

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Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

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Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,

Dated

In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

## 2. SYMBOLS USED IN TARIFF FILING

### General

The following symbols will be utilized for all alteration of material within the Tariff Schedule:

- C -To signify a changed regulation
- D -To signify a discontinued rate or regulation
- I -To signify an increase in a rate
- M -To signify text or rates relocated without change
- N -To signify a new rate or regulation or other text
- R -To signify a reduction in a rate
- S -To signify reissued regulations
- T -To signify a change in text but no change in rate or regulation
- Z -To signify a correction

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Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,

Dated In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

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### 3. DEFINATION OF TERMS

#### ACCESS LINE

A central office circuit or channel that provides access to the telephone network for local and long distance telephone service.

#### AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

#### ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

#### AUTHORIZED USER

A person, firm or corporation (other than the Customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer.

#### BASIC LOCAL LINE SERVICE

Provides the Customer with a single, voice-grade communications channel and access to local calls, 911 and/or E911 calls, if available in the customer's area and toll free (e.g. "8XX") calls.

#### BUILDING (SAME)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the company's wires or cables can be safely run provided the plant facility requirements are not appreciable greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciable greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

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#### BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

#### CALL

An attempted communication, whether completed or not.

#### CALLING AREA

See "Local Service Area"

#### CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved or before the contract period is completed.

#### CENTRAL OFFICE

A switching unit in a telecommunication system which provides service to the general public, having the necessary equipment and operating arrangement for the termination and interconnection of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

#### CIRCUITS

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.

Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors.

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#### CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

#### COMMUNICATIONS SYSTEMS

Channels and other facilities that are capable when not connected to exchange telecommunications service, of two-way communication between Customer-provided terminal equipment.

#### COMPANY

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc.

#### CONNENCTING COMPANY

A corporation, association, firm, or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

#### CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

#### 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 Tariff.

#### CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified location for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provision of this Tariff.

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### 3. DEFINITION OF TERMS

#### CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services facilities, and the equipment under the contract.

#### COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call out of Company personnel.

#### CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulation of this Tariff. The Customer is responsible for compliance with the rules and regulation of the Company and is responsible for ensuring payment of the Charges.

#### CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on Customers side of the Company's premises protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

#### CUSTOMER PROVIDED TERMINAL EQUIPMENT

Devises or apparatus and their associated wiring provided by Customer, that may be connected to the communications path of the Company's exchange network either electrically, acoustically, or inductively.

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### 3. DEFINITIONS OF TERMS

#### CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to common cause.

#### DIRECTORY

A book that typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

#### DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

#### E911 SERVICE

See Emergency Number Service

#### EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

#### EXCHANGE

The area established by the Company for the administration of telecommunication service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

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### 3. DEFINITION OF TERMS

#### EXCHANGE AREA

The area within which the Company furnishes complete telephone service from on specific exchange at the exchange rates applicable with that area.

#### EHCHANGE SERVICE

Exchange service is a general term describing, as a whole the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

#### FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

#### HOUSEHOLD

A household comprises of all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment, or other group or rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

#### INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called and "initial" charge, and may apply in addition to service connection charges.

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### 3. DEFINITION OF TERMS

#### INTERFACE

The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.

#### INTERFACE EQUIPMENT

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

#### LINE

See "Access Line."

#### LOCAL CALLING AREA

See "Local Service Area"

#### LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise with the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

#### LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

#### LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving areas under an extended area service arrangement.

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### 3. DEFINITION OF TERMS

#### LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished Customer under specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange area under an extended area service arrangement.

#### LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunication with in the local service area. This local service calling area may include one or more exchange areas.

#### MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or toll.

#### MILEAGE

The measurement (airline, route, etc.) upon which a charge for the use of part or all of the circuit furnished by the Company is based.

#### OFF PREMISE EXTENSION (OPX)

A telephone located in a different office or building from the main phone system.

#### PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

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### 3. DEFINITION OF TERMS

#### PREMISE

*The same premise consists of:*

- (A) The building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (B) The portion of the building occupied by the Customer, either in conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (C) *The continuous property operated as a single farm whether or not intersected by the public road.*

#### PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, customer premise inside wire excludes riser, buried and aerial cable.

#### PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunication network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

#### PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a Customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunication between these telephones, for communication with the general exchange network, and for long distance message telecommunication service.

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#### PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

#### PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

#### RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

#### RESIDENTIAL SERVICE

Telecommunication service furnished to Customers when the actual or obvious use is for domestic purposes.

#### SERVICE CHARGE

A nonrecurring, nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

#### STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

#### SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

#### TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with Commission.

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### 3. DEFINITION OF TERMS

#### TELECOMMUNICATIONS SERVICE

The various services offered by the Company as specified in this Tariff

#### TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation".

#### TELEPHONE SOLICITATION

An unsolicited telephone call

#### TEMPORARY DISCONNECTION

See "Suspension of Service"

#### TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

#### TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

#### TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between serving area.

#### TRUNK LINE

A Telephone communication channel between a central office and Private Branch Exchange or a Key System for the common use of all calls or one class between its two terminals.

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#### 4. GENERAL RULES AND REGULATIONS

##### 4.1 GENERAL APPLICATION

###### 4.1.1 Description and Areas of Operation

- A. This Tariff describes generally the regulations and rates applicable to the provision of Telecommunications Services for residential and business customers between points within the State of Ohio. This Tariff is governed and interpreted according to the laws of Ohio and is on file with the Public Utility Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.
- B. Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. ("Company") is a telecommunication service provider providing telecommunications service in the areas certificated to the Company by the Public Utility Commission of Ohio.

- C. Headquarters for the Company are located at:

452 Casteel Road  
Bruceton Mills, WV 26525

Company representatives may be contacted at 304-284-0779

- D. Areas of Operation

The rules and regulations set out in the Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 4.1.2 of this Tariff.

Service will be provided in the following exchanges within the State of Ohio:

Athens, Barlow, Barnesville, Bellaire, Cadiz, Cambridge, Dublin, Duffy, Gahanna, Grove City, Hilliard, Jackson, Lancaster, Lowell, Lower Salem, Marietta, Martins Ferry, Newport, Pomeroy, Portsmouth, St. Clairsville, Steubenville, Watertown, Waverly, Woodsfield, and Zanesville.

For purposes of this section, the exchanges of the Columbus Metropolitan Area consist of such areas as Columbus, Alton, Canal, Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, West Jefferson, and Worthington.

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**4. GENERAL RULES AND REGULATIONS****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area - Frontier</u>
Athens	None	Athens Albany Amesville Guysville New Marshfield Shade The Plains
Barlow	None	Barlow Bartlett Watertown Marietta
Barnesville	Barnesville Beallsville* Bethesda Somerton Fairview Morristown Quaker City	
Bellaire (Wheeling Zone VI)	Wheeling Zone VI Wheeling Zone VII Wheeling Zone VIII Centerville Powhattan Point Wheeling Zone I Wheeling Zone II Wheeling Zone III Wheeling Zone V	None

\*Measured Rate Service

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**4. GENERAL RULES AND REGULATIONS (Cont'd)****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area – Frontier</u>
Cadiz	None	Cadiz Adena Flushing Freeport Hopedale Jewett Scio
Cambridge	None	Cambridge Byesville New Concord Old Washington
Dublin	Columbus Metro Area Pataskala Sunbury	Cheshire Delaware* New Concord Old Washington
Duffy	Duffy Clarrington Graysville New Matamoras Woodsfield New Martinsville, WV	None

\*Measured Rate Service

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**4. GENERAL RULES AND REGULATIONS (Cont'd)****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area - Frontier</u>
Gahanna	Columbus Metro Area Johnstown* Pataskala Sunbury	Cheshire Center Plain City Rathbone
Grove City	Columbus Metro Area Mt.Sterling* Pataskala Sunbury	Cheshire Rathbone
Hilliard	Columbus Metro Area Pataskala Sunbury	Cheshire Center Plain City Rathbone Resaca
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove	Amanda North Baltimore Bremen Millersport Pleasantville

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**4. GENERAL RULES AND REGULATIONS (Cont'd)****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area - Frontier</u>
Lowell	None	Lowell Beverly Lower Salem Marietta Watertown
Lower Salem	None	Lower Salem Dexter City Lowell Marietta
Marietta	Marietta Newport Belpre* New Matamoras* Bartlett* Williamstown, WV	Barlow Beverly Dexter City Lowell Lower Salem Watertown
Martins Ferry (Wheeling Zone VII)	Wheeling Zone VII Wheeling Zone VI Wheeling Zone VIII Wheeling Zone I Wheeling Zone II Wheeling Zone III Wheeling Zone V	Adena Tiltonsville Dillonville

\*Measured Rate Service

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**4. GENERAL RULES AND REGULATIONS (Cont'd)****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area - Frontier</u>
Newport	Newport Marietta New Matamoras	None
Pomeroy	None	Pomeroy Chester Letart Falls Portland Mason, WV
Portsmouth	None	Portsmouth Minford-Stockdale South Shore, KY
St. Clairsville (Wheeling Zone VIII)	Bethesda Wheeling Zone VIII Wheeling Zone VI Wheeling VII Centerville Morristown Wheeling Zone I Wheeling Zone II Wheeling Zone III Wheeling Zone V	Adena Flushing

\*Measured Rate Service

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**4. GENERAL RULES AND REGULATIONS (Cont'd)****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area - Frontier</u>
Steubenville	Steubenville Mingo Junction Toronto Bloomingdale Follansbee Hopedale Weirton	Amsterdam Bergholz Brilliant* Dillonvale-Mt. Pleasant Knoxville Richmond Smithfield Tiltonsville
Watertown	None	Watertown Barlow Bartlett Beverly Lowell Marietta Stockport Watertown
Waverly	None	Waverly Beaver Idaho Piketon

\*Measured Rate Service

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**4. GENERAL RULES AND REGULATIONS (Cont'd)****4.1 GENERAL APPLICATION (Cont'd)****4.1.2 Local Calling Scope**

<u>Exchange Area</u>	<u>Local Calling Area – AT&amp;T</u>	<u>Local Calling Area - Frontier</u>
Woodsfield	Woodsfield Beallsville Clarrington Duffy Graysville Lewisville Somerton	None
Zanesville	Zanesville Dresden Fultonham Norwich Philo Roseville New Lexington Adamsville Fazeysburg Gratitot	None

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#### **4. GENERAL RULES AND REGULATIONS**

##### **4.1 GENERAL APPLICATION (Cont'd)**

- 4.1.3** Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 4.1.4** Failure on the part of any Customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

##### **4.2 ESTABLISHING SERVICE**

###### **4.2.1 Availability of Facilities**

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service where facilities are not available.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to the at portion of the service and facilities furnished by the Company.

###### **4.2.2 Application for Service**

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An Applicant may be required to make an advanced payment at the time the application is accepted, in cases where a deposit is not collected. Any required advanced payment would equal the applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

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Dated

In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

#### **4. GENERAL RULES AND REGULATIONS**

##### **4.2 ESTABLISHING SERVICE (Cont'd)**

###### **4.2.3 Cancellation or Change in Application for Service**

- A. Where the Customer cancels an application for service prior to the start of installation or service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as charged.

###### **4.2.4 Refusal of Service**

- A. Grounds for Refusal of Service
  - 1. The Company may refuse to serve an Applicant for any one of the following reason:
    - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
    - b. In extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
    - c. For refusal to make a deposit or advanced payment of the Applicant/Customer is required to make a deposit under the requirement outlined in this Tariff.

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#### **4. GENERAL RULES AND REGULATIONS**

##### **4.2 ESTABLISHING SERVICE (Cont'd)**

###### **B. Applicant's Resource**

1. In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.
2. In the event the Applicant believes the Company's refusal of service is unjustified, the Applicant may appeal the refusal with the Consumer Division at the Ohio Public Utilities Commission.

###### **4.2.5 Transfer, Assignment, or Supersedure of Service**

Service previously furnished to one (1) Customer may not be assumed by a new Customer without lapse in the rendition of service. The new Customer must execute a new service agreement subject to the provisions of this Tariff.

###### **4.2.6 Minimum Service Periods**

###### **A. Business**

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period related to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

###### **B. Residential**

There is no minimum period of service for residential Customers. If a residential Customer disconnects service prior to month end, charges will be prorated and the residential Customer will be responsible for paying the prorated amount.

###### **4.2.7 Priority of Establishment of Service**

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

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**1. GENERAL RULES AND REGULATIONS****4.3 FURNISHING OF SERVICE****4.3.1 Provision and Ownership of Service and Facilities**

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

**4.3.2 Company Facilities at Hazardous or Inaccessible Locations**

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and /or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

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#### **4. GENERAL RULES AND REGULATIONS**

##### **4.3 FURNISHING OF SERVICE**

###### **4.3.3 Protective Equipment**

- A. Protective equipment is required when a hazardous electrical environment is present at Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

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**4. GENERAL RULES AND REGULATIONS****4.3 FURNISHING OF SERVICE****4.3.4 Installation, Maintenance, and Repair of Facilities**

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in the Tariff, is borne by the Company. Where special conditions or requirement of the Customer involve unusual construction or installation costs, the Customer may be required to pay reasonable proportion of costs. In case of damage, loss, theft, or destruction of any 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, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a results of unauthorized tampering.
- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found. The Minimum Service Charge will be the minimum premise visit charge as listed in 5.3 (B.1) of this tariff.

**4.3.5 Work Performed Outside Regular Work Hours**

The rates and charges specified in this Tariff contemplate that all work in connections with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional cost the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

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#### **4. GENERAL RULES AND REGULATIONS**

##### **4.4 USE OF SERVICE AND FACILITIES**

###### **4.4.1 Use of Service**

- A. The Company may refuse to install or may terminate a Customer's service if it is located *on premise of a public or semi-public nature or in a business establishment, where the public in general or patrons of the Customer may make use of the service.*
- B. Service provided by the Company may not be resold by Customer or used in any manner for which the Customer receive compensation form the user except as provided herein:
  - 1. Access services provided pursuant to Interstate or Intrastate Access Service Tariffs the Company issues or concurs in.
  - 2. Services provided to hotels, motels, hospitals, and cellular and paging Customer when such services are resold to guest, patients or Customers.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided her

###### **4.4.2 Accessories provided by the Customer**

To Equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect<sup>4d</sup> the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The Customer shall be held responsible for the cost of n any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

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#### **4. GENERAL RULES AND REGULATIONS**

##### **4.4 USE OF SERVICE AND FACILITIES (Cont'd)**

###### **4.4.3 Limit on Communication**

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

###### **4.4.4 Unlawful, Abusive, or Fraudulent Use of Service**

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it had reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service, upon proper notice, to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

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#### 4. GENERAL RULES AND REGULATIONS

##### 4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

###### 4.5.1 Restoration of Service

- A. For restoration of a Customer's Telecommunications service when service has been disconnected the following conditions are applicable Service Charges are discussed in Section 5 of this Tariff.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.

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#### 4. GENERAL RULES AND REGULATIONS

##### 4.6 CUSTOMER RELATIONS

###### 4.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the Applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.
- C. The Company will post a notice in a conspicuous place in each business office of the Company where application for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Commission, are available for inspection.
- D. The Company will provide to all new telephone Customers, at the time service is initiated, a pamphlet or information packet advising the Applicant of his/her rights as a Customer. This information shall inform the Customer concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints; supervisory review by the Company and registering a complaint with the Commission; Company business office hours, address and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

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#### 4. GENERAL RULES AND REGULATIONS

##### 4.6 CUSTOMER RELATIONS (Cont'd)

###### 4.6.2 Disputed Bills

- A. In the event of a dispute between a Customer and Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Commission.
- B. A Customer's service shall not be subject to discontinuances for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.
- C. Any Customer or applicant for service requesting the opportunity to dispute any action or determination of the Company under the Customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the Customer chooses not to participate in such review or to make arrangement for such review to take place within thirty (30) days after requesting it, the Company may disconnect service; providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the Customer within ten (10) days of the review, if requested.

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**4. GENERAL RULES AND REGULATIONS****4.7 LIABILITY OF THE COMPANY****4.7.1 Service Irregularities**

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount of equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in facilities furnished by the Company, which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

**4.7.2 Use of Facilities of Other Connecting Carriers**

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

**4.7.3 Indemnifying Agreement**

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

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**4. GENERAL RULES AND REGULATIONS****4.7 LIABILITY OF THE COMPANY (Cont'd)****4.7.4 Defacement of Premise**

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise unless such damage is created by the company's negligence or intentional actions.

**4.8 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS****4.8.1 General**

Arrangements will be developed on a case-by-case basis in response to bonfire requests from a Customer or Applicant to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive request maybe different than those specified for the services in this Tariff. ICB rates will be offered to the Customer or Applicant in writing and on a non-discriminatory basis. ICB rates and/or contracts will be filed with the Commission.

**4.9 APPLICATION OF RATES****4.9.1 Charges Based on Duration of Use**

Where charges for a service are based on duration of use, i.e. the duration of the telephone call, the call will be measures in terms of initial and additional increments. All fractions of an increment will be rounded to the next whole increment. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. Timing begins at the staring event and ends at terminating event, unless specified otherwise. Time between the starting event and the terminating event is the call duration. The starting event occurs when the company's terminal experiences and "incoming Signaling Protocol Successful", i.e. upon the seizure of and inbound trunk. The terminating event occurs when the Company's terminal receives a signal from the LEC that either the calling party or the called party has hung up.

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**4. GENERAL RULES AND REGULATIONS****4.9 APPLICATION OF RATES (Cont'd)****4.9.2 Charges Based on Distance**

Where charges for a service are based on distance the distance the two points will be measured in airline miles. Airline miles will be calculated as follows:

- A. Obtain the Vertical (V) and Horizontal (H) coordinates assigned to each point.
- B. Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.
- C. Square each difference obtained in step B above
- D. Add the square of the "V" difference and "H" difference obtained in step C above.
- E. Divided the number obtained in Step D by ten (10). Round to the next whole number.
- F. Obtain the square root of the whole number obtained in Step E above. Round to the next higher whole number. This is the airline mileage.
- G. The formula for airline mileage calculation is:

$$\frac{(V - V) + (H - H)}{10}$$

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## 5. SERVICE CHARGE

### 5.1 DEFINITIONS

#### 5.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premises as long as it is part of his/her main telephone system and billed to the main telephone number.

#### 5.1.2 Service Order Charge

##### A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise *or continuous property*.

##### C. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

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## 5. SERVICE CHARGE

### 5.2 APPLICATION OF CHARGES

#### 5.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday-Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.
- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.

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## 5. SERVICE CHARGE

### 5.2 APPLICATION OF CHARGES (Cont'd)

#### 5.2.1 General (Cont'd)

F. Service Charges are not applicable for:

1. Moves or changes required for normal maintenance and repair of the Company's Service.
2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
3. An upgrade or regrade of service for Company reasons.
4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
5. Telephone number changes for Company reasons.
6. When existing Customer disconnect their Local Exchanges Access Service
7. Implementing a toll blocking service requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.

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## 5. SERVICE CHARGE

### 5.2 APPLICATION OF CHARGES (Cont'd)

#### 5.2.2 Specific Application of Service Charges

##### A. Service Order Charges

##### 1. Service Order Charges are applicable:

- a. For requests to establish an account for initial connection of service.
- b. For connection of additional local exchange access lines, private lines or detached access lines to an established.
- c. For changes and transfer of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
- d. For restoration of service disconnected for non-payment of telephone bills.
- e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
- f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
- g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
- h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
- i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
- j. When two (2) or more segments of a local private line of detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line.

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**5. SERVICE CHARGE****5.2 APPLICATION OF CHARGES (Cont'd)****5.2.2 Specific Application of Charges (Cont'd)****B. Customer Premise Visit Charge**

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. Only one (1) First Quarter Hour Premise Visit Charge will apply in connection with the same service order.
3. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities by the Company.

**5.3 TERMINATION CHARGE****5.3.1 General**

When a Customer cancels an order for service prior to the in-service date of the order, the Customer will be responsible for the service ordering charge as specified in Section 5.6(A)(1). In addition, the Customer will be responsible for any specialized engineering costs incurred up to the order cancellation date. Specialized engineering costs are assessed only when unusual and non-customary circumstances are involved with be made aware of such costs prior to the ordering of service. If a Customer terminates services prior to the expiration of a contract, the Customer will be responsible for charges within the minimum contract period or the rules of the Fresh Look Provision.

**5.4 RESTORATION OF SERVICE CHARGE****5.4.1 General**

When service is temporarily suspended for non-payment of charges, the service will be restored upon payment of past-due charges and Restoration of Service Charge will be applied. Payment of the service charge is not required prior to the reconnections of service; however, all past-due charges must be paid prior to the reconnection. If a premise visit is necessary, additional charges as listed in 5.6 (B) will apply.

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**5. SERVICE CHARGE****5.5 SCHEDULE OF SERVICE CHARGES**

	<b><u>Business</u></b>	<b><u>Residence</u></b>
A. Service Ordering Charge:		
1. For a service order associated	\$62.85 <i>actual</i>	<i>Reserved for Future Use</i>
With single line new service	\$75.00 <i>max</i>	
2. For a service order associated with multi	\$49.35	<i>Reserved for Future Use</i>
line/key/or PBX Trunk		
3. Change of Service		
Single Line Service	\$31.15	<i>Reserved for Future Use</i>
B. Premise Visit Charge		
1. For premise visit associated with a Customer request.		
First Quarter Hour	\$25.00	<i>Reserved for Future Use</i>
Additional Quarter Hours	\$10.00	<i>Reserved for Future Use</i>
C. Record Order Charge	\$17.90	<i>Reserved for Future Use</i>
D. Directory Service Order Charge		
Single Line Service	\$9.80 <i>actual</i>	<i>Reserved for Future Use</i>
E. Returned Check Charge, per occurrence	\$25.00 <i>actual</i>	<i>Reserved for Future Use</i>
	\$35.00 <i>max</i>	<i>Reserved for Future Use</i>
F. Restoration of Service Charge		
Single Line Service	\$33.55 <i>actual</i>	<i>Reserved for Future Use</i>
	\$40.00 <i>max</i>	<i>Reserved for Future Use</i>

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**5. SERVICE CHARGE****5.6 SCHEDULE OF SERVICE CHARGES**

	<b><u>Business</u></b>	<b><u>Residence</u></b>
A. Service Ordering Charge:		
1. For a service order associated With single line new service	\$62.85 <i>actual</i>	<i>Reserved for Future Use</i>
2. For a service order associated with multi line/key/or PBX Trunk	\$49.35	<i>Reserved for Future Use</i>
3. Change of Service Single Line Service	\$31.15	<i>Reserved for Future Use</i>
B. Premise Visit Charge		
1. For premise visit associated with a Customer request.		
First Quarter Hour	\$25.00	<i>Reserved for Future Use</i>
Additional Quarter Hours	\$10.00	<i>Reserved for Future Use</i>
C. Record Order Charge	\$17.90	<i>Reserved for Future Use</i>
D. Directory Service Order Charge		
Single Line Service	\$9.80 <i>actual</i>	<i>Reserved for Future Use</i>
E. Returned Check Charge, per occurrence	\$25.00 <i>actual</i>	<i>Reserved for Future Use</i>
F. Restoration of Service Charge		
Single Line Service	\$33.55 <i>actual</i>	<i>Reserved for Future Use</i>

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Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

**6. LOCAL EXCHANGE SERVICE****6.1 LOCAL EXCHANGE RATES****6.1.1 General**

Local Exchange Service is provided by means of station, wire, switching and other facilities, plant and equipment to enable the establishment of telephone communication between stations in the same or different serving area at monthly rates as set forth on the Rate Sheet. The facilities, plant and equipment used to provide Local Exchange Service are also used in the furnishing of toll telephone services at rates applicable for such services.

Basic Service provides a Customer with a single, voice grade dial tone that allows unlimited local calls for one (1) flat monthly rate. Basic Service is provided with touch-tone as a standard feature. Basic Service is available with the features described in Section 8. The features are available individually or packaged in groups.

**6.1.2 Base Rates – Business**

	<u>Non-Recurring</u>	<u>Monthly</u>
Single Line Service	\$62.85	\$22.75

\*End User Access and E911 charges are in addition to the base rates for local service. There rates are specified in Section 6.3 and 6.4 following.

**6.1.3 Base Rates – Residential**

	<u>Non-Recurring</u>	<u>Monthly</u>
Single Line Service		Reserved for Future Use

**6.1.4 Subscriber Line Fee**

A monthly surcharge will be assessed on each of the following services: Each residential voice line, business voice line, PBX trunk, Centrex lines, and BRI ISDN. Where business lines exist on a channelized facility a subscriber line fee will be assessed on each line up to five lines.

Residential and Single Line Business	\$6.50 – Per Month
--------------------------------------	--------------------

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,

Dated In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

## 6. LOCAL EXCHANGE SERVICE

### 6.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE

#### 6.2.1 General

##### A. Verification

1. The Company furnishes Verification Service for the purpose of aiding Customers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local Customer line.
2. A Customer-originated request for verification of a local number other than an emergency agency number is a chargeable verification request. No charge applies if the line is out of order.

##### B. Emergency Interrupt Service

1. The Company furnishes Emergency Interrupt Service when a Customer who has originated a verification request to a line which has been found to be busy informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
2. A Customer-originated request for emergency interrupt to a local number other than an emergency agency number is a chargeable Emergency Interrupt Service.
3. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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Digital Connections, Inc.

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Bruceton Mills, WV 26525

**6. LOCAL EXCHANGE SERVICE****6.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE (Cont'd)****6.2.2 Rates**

- A. No charge will apply if the requesting Customer states that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government defined as a government agency which is operated by the federal, state or local government, and had the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
- C. If the number verified is not in use, or as a result of the interrupt the lien is cleared, and, at the calling party's request the operator completes the call, then charges for Operator Assisted Local Calls as defined in Section 8 of this Tariff will apply. The operator assist charge will apply in addition to the Verification and Emergency Interrupt Charges.

	<u>Charge</u>
1. Residential Verification Request, each	<i>Reserved for Future Use</i>
Business Verification Request, each	\$1.20
2. Residential Emergency Interrupt Request, each	<i>Reserved for Future Use</i>
Business Emergency Interrupt Request, each	\$1.30

**6.3 E911 SERVICE**

Enhanced 911 Service (E911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) may receive telephone calls dialed to the telephone number 911. A monthly charge applies per line or trunk for provision of E911 in counties equipped with E911 service. The charges for E911 are in addition to the base rates for local service as defined in Section 6.1.2 and are dependent upon the location.

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## **7. MISCELLANEOUS SERVICE ARRANGEMENTS**

### **7.1 LOCAL OPERATOR SERVICE**

#### **7.1.1 Operator Assisted Charges**

- A. All types of Local Exchange Service have local calling areas as specified in Section 6 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls) or on a local coin call rate basis.
- B. Local dial call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applicable.
- C. Operator assisted: The Customer places the call without dialing the designated number, although the capability to do it himself exists. The Customer will dial "0" for local calls and then requests the operator to dial to a called station or person.
- D. Service Charges do not apply for the following Operator Assisted Local Calls:
  - 1. Calls to designed Company numbers for official telephone business;
  - 2. Emergency calls to recognizable authorized civil agencies; or
  - 3. Those cases where an operator provides assistance to:
    - a. Re-established a call that has been interrupted after the calling number has been reached;
    - b. Reach the calling telephone number where Company-provided facility problems prevent Customer dial completion; or
    - c. Place a sent-paid call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

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**7. MISCELLANEOUS SERVICE ARRANGEMENTS****7.1 LOCAL OPERATOR SERVICE (Cont'd)****7.1.2 Rates and Charges**

The following Service Charges for operator assisted local calls apply in addition to the local dial rate applicable.

1. Station-to-Station automated calling card calls. Station-to-Station refers to calls other than person to person, calls billed collect or to a third party number, and non-Customer-dialed credit card calls.  
Each Call \$ .50
2. Station-to-Station Customer dialed calls. Station-to-Station refers to calls other than person to person, calls billed collect or to a third party number, and non-Customer-dialed credit card calls.  
Each Call \$1.25
3. Station-to-Station operator assisted calls. Station-to-Station refers to calls other than person to person, calls billed collect or to a third party number, and non-Customer-dialed credit card calls.  
Each Call \$1.10
4. Third party billed operator assisted calls. Third party billed refers to calls billed to another third party with the assistance of the operator.  
Each Call \$1.50
5. Person-to-person operator assisted local calls. These calls are completed with the assistance of an operator to a particular person, rather than a station, department, or PBX extension. The person is specified by the calling party. Calls may be billed to the calling station, collect or third party numbers.  
Each Call \$3.00

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## **7. MISCELLANEOUS SERVICE ARRANGEMENTS**

### **7.2 EMERGENCY NUMBER SERVICE**

#### **7.2.1 General**

The Company will provide a universal central office number, 911, for the use of emergency service bureaus engaged in assisting local governments to protect the safety and property of the general public. No charge applies to the calling party for calls to the 911 number.

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**8. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES****8.1 CONNECTION ON CUSTOMER PREMISE****8.1.1 General**

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in these Tariffs.

**8.1.2 Responsibility of the Company**

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communication system. Telecommunication Services are not represented as adapted to the use of all types of terminal equipment or communication systems. Where terminal equipment or communication systems are used with Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in such transmission, (2) the reception of signals by terminal equipment or communication systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers that may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunication Services.
- C. The Company may make changes in its Telecommunications Service equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunication Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

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**8. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES****8.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)****8.1.2 Responsibility of the Company (Cont'd)**

The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, render the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

**8.1.3 Liability of the Company**

- A. The Company will not be responsible for any loss, damage or any impairment of failure of service arising from, or in connection with the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

**8.1.4 Responsibility of the Customer**

- A. Upon request of the Customer, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of these services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
  - a. The safety of Company employees or the public cannot be endangered.
  - b. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
  - c. No interference with the proper functioning of Company equipment or facilities.

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Dated

In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

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Bruceton Mills, WV 26525

**8. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES****8.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)****8.1.4 Responsibility of the Customer (Cont'd)**

- d. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the Customer, the Company may make such tests and inspection as may be necessary to determine that the above requirements are being fulfilled in connection with the installation operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the company shall result in suspension the Customer's service until such time as the Customer complies with the provisions of this Tariff.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

**8.1.5 Connection at Hazardous or inaccessible Locations**

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company of Telecommunications Service through connecting equipment furnished by the Company.

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**8. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES****8.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)****8.1.6 Connections of Registered Equipment**

- A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communication Systems.

Registered terminal equipment, protective circuitry, and communication systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and provisions of this Tariff.

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirement of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.
- B. Premise Wiring Associated With Registered Communications System
  2. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
  3. Unprotected premise wiring is all other premise wiring. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

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452 Casteel Road

Bruceton Mills, WV 26525

## 8. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

### 8.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

#### 8.1.7 Connections of Registered Equipment (Cont'd)

4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following condition are present:
    - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
    - b. A failure has occurred during acceptance testing for imbalance; or
    - c. Harm had occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
  5. In addition, the Company may monitor or participate in acceptance testing for imbalance or may inspect other than fully protected premises wiring installation as set forth in Part 68 of the FCC Rules.
- C. Connections Involving National Defense and Security
- In certain cases, Part 68 of the FCC Rules permits the connection so unregistered terminal equipment or communications systems to the telecommunications network provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:
1. The connection is required in the interest of national defense and security;
  2. The equipment to be connected either complies with technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
  3. The work is supervised by an installation supervisor who meets the qualification stated in Part 68.

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## **8. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

### **8.2 SERVICE CHARGES**

#### **8.2.1 Failure of Acceptance Tests**

If the premise wiring of communication systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

#### **8.2.2 Line Conditioning or Treatment**

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

#### **8.2.3 Damages to Facilities**

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

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Dated

In Case No. **14-390-TP-ACE**

Timothy Wotring, Vice President

Digital Connections, Inc.

452 Casteel Road

Bruceton Mills, WV 26525

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE ACCESS CHARGES

This Tariff describes generally the regulations and rates applicable to the provision of intrastate Access Services. Service is provided by Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. with principle offices at 452 Casteel Rd, Bruceton Mills, WV 26525. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at the Company's principal place of business.

Issue Date:

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Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525



CHECK SHEET

Pages 1 through 107 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
1	Original	42	Original	82	Original
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5	Original	46	Original	86	Original
6	Original	47	Original	87	Original
7	Original	48	Original	88	Original
8	Original	49	Original	89	Original
9	Original	50	Original	90	Original
10	Original	51	Original	91	Original
11	Original	52	Original	92	Original
12	Original	53	Original	93	Original
13	Original	54	Original	94	Revision
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18	Original	59	Original	99	Revision
19	Original	60	Original	101	Original
20	Original	61	Original	102	Original
21	Original	62	Original	103	Original
22	Original	63	Original	104	Original
23	Original	64	Original	105	Original
24	Original	65	Original	106	Original
25	Original	66	Original	106	Original
26	Original	67	Original	107	Original
27	Original	68	Original	108	Original
28	Original	69	Original	109	Original
29	Revision	70	Original	110	Original
30	Original	71	Original	111	Original
31	Original	72	Original		
32	Original	73	Original		
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35	Original	76	Original		
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37	Original	78	Original		
38	Original	79	Original		
39	Original	80	Original		
40	Original	81	Original		
41	Original				

Issue Date:

Effective Date:

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Timothy Wotring, Vice President  
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Timothy Wotring, Vice President  
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- C - To signify changed regulation
- D - To signify decreased rate
- I - To signify increased rate
- T - Textural change
- N - New rate or regulation

Issue Date:

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Digital Connections, Inc  
452 Casteel Road  
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## SECTION 1 - GENERAL REGULATIONS

### 1.1 APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of access services by Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. to Customers.

The provision of service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

Issue Date:

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## SECTION 1 - GENERAL REGULATIONS

### 1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc.

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SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.2 DEFINITIONS, (Cont'd)

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. *Interstate Communications includes interstate and international communications.*

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Bruceton Mills, WV 26525



SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.2 DEFINITIONS, (Cont'd)

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Issue Date:

Effective Date:

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SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.2 DEFINITIONS, (Cont'd)

RESELLER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be a Reseller when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be a Reseller if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Use of Service

- A) Service may be used for any lawful purpose by the Customer or by any End User.
  - B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
  - C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
  - D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 1. Service may be used for any lawful purpose by the Customer or by any End User.
  - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
  - 3. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.

2.3.3 The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.3.4 Application of Late Payment Charge

Late payment charges do not apply to final accounts.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd)

## 2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within 30 days of the bill date, the bill will be considered final.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to re-connection.

Suspension or termination shall not be made until:

- A) At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- B) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B) Nonpayment for service for which a bill has not been rendered;
- C) Nonpayment for service which have not been rendered;
- D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment, (cont'd)

B) Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

C) Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

## 2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of intrastate originating feature group D usage to determine the Percent of Intrastate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of intrastate use and such report will be used for billing purposes until the Customer reports a different projected intrastate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected intrastate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected intrastate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of intrastate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

RESERVED FOR FUTURE USE

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.10.2 Up to 7 Digit Out-pulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multi-frequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by Tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd)

2.10.3 Regulations (cont'd)

- D) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- G) The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd)

2.10.3 Regulations, (cont'd)

- H) Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd)

## 2.12 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.5 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

## 3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5)

## 3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Local Switching (Cont'd)

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

## 3.2 RATE CATEGORIES, (Cont'd)

## 3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

## 1. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

## 2. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.5 RATE REGULATIONS, (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

.1 Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

.2 On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

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## SECTION 4 - SPECIAL ACCESS SERVICE

### 4.1 GENERAL

Special Access Service provides a dedicated transmission path to connect a Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premise and a WATS Serving Office. The Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be Customer designated premise for purpose of this Tariff. Special Access includes all exchange access not utilizing the Company's switching equipment. Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

The connections provided by Special Access Service can be either analog or digital. An analog connection is differentiated by spectrum and bandwidth. A digital connection is differentiated by bit rate.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION

4.2.1 Voice Grade Service

Basic Channel Description

A voice grade channel provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated two wire or four wire. Voice grade channels are provided between Customer designated premise, between a Customer designated premise and a Company hub or hubs, or between a Customer designated premise and a WATS Serving Office (WSO).

Optional Features and Functions

A. Central Office Bridging Capability

1. Voice Bridging (two wire and four wire)
2. Data Bridging (two wire and four wire)

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SECTION 4- SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Service, (cont'd)

Optional Features and Functions, (cont'd)

B. Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade Services.

1. C-Type Conditioning

C-Type conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are delineated in Technical Reference TR-TSY-000335.

2. D-Type Conditioning (Digital Capability)

D-Type conditioning provides transmission characteristics suitable for data communications. Specifically, D-Type conditioning provides for the control of the signal to C-notched noise ratio and intermodulation distortion. It is available for two point services or multipoint services.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.2 DESCRIPTION, (Cont'd)

## 4.2.1 Voice Grade Services, (cont'd)

## Optional Features and Functions, (cont'd)

The Signal to C-Notched Noise Ratio and Intermodulation Distortion Parameter for data capability are delineated in Technical Reference TR-TSY-000335.

When a service equipped with data capability is used for voice communications, the quality of the voice transmission may not be satisfactory.

## C. Customer Specified Premise Receive Level

This option allows the Customer to specify the receive level at the Point of Termination (POT). The level must be within a specific range on effective four wire transmission. The ranges are delineated in Technical Reference TR-TSY-000335.

## D. Improved Return Loss

1. On Effective Four Wire Transmission at Four Wire Point of Termination (applicable to each two wire port): Provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer's premise where this option is ordered. The Improved Return Loss parameters are delineated in Technical Reference TR-TSY-000335.
2. On Effective Two Wire Transmission at Two Wire Point of Termination: Provides for more stringent echo control specifications. In order for this option to be applicable, the transmission path must be four wire at one POT and two wire at the other POT. Placement of Company equipment may be required at the Customer's premise with the two wire POT. The Improved Return Loss parameters are delineated in Technical Reference TR-TSY-000335.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Services, (cont'd)

Optional Features and Functions, (cont'd)

E. Signaling Capability

Signaling Capability provides for the ability to transmit signals from one Customer premise to another Customer premise on the same service.

F. Selective Signaling Arrangement

An arrangement that permits code selective ringing for up to ten codes on a multi-point service.

G. Transfer Arrangement

A transfer arrangement affords the Customer an additional measure of flexibility in the use of an access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.2 DESCRIPTION, (Cont'd)

## 4.2.2 Digital Data Service

## Basic Channel Description

A digital data channel is for duplex four wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Telephone Company through the Company's facilities to the Customer in the received bit stream. Digital data channels are provided as either hubbed or non-hubbed services between Customer designated premise or between a Customer designated premise and a Company hub or hubs, where available. The Customer may provide the channel service unit-type equipment or other network channel terminating equipment associated with the digital data channel at the Customer premise.

The Company will provide a channel capable of meeting a monthly average performance equal to or greater than 99.875% error-free seconds (if provided through a digital data hub) while the channel is in service, if it is measured through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB62310.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.2 Digital Data Services, (cont'd)

Optional Features and Functions

The Optional Features and Functions described in paragraphs A. and B. following are only available where Digital Data Service is provided via a hub.

A. Central Office Bridging Capability

Bridging is not available on a 64.0 Kbps channel.

B. Transfer Arrangement

A transfer arrangement affords the Customer an additional measure of protection and/or flexibility in the use of their access channel(s) on a 1xN basis. The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premise. This arrangement is only available at a Company designated hub. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as a part of the option.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.3 High Capacity Service

Basic Channel Description

A high capacity channel is for the transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer. High capacity channels are provided between Customer designated premise or between a Customer designated premise and a Company hub or hubs.

The Customer may provide the network channel terminating equipment associated with the high capacity channel at the Customer's premise.

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous twenty-four hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62411.

Optional Features and Functions

A. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premise. A key arrangement activated or dial up control service is required to operate the transfer. A spare channel, if required, is not included as part of the option.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.3 High Capacity Service (Cont'd)

B. Central Office Multiplexing

1. DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to twenty-eight DS1 channels using digital time division multiplexing.

2. DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to twenty-four channels for use with Voice Grade Services. A channel(s) of this DS1 to the hub can also be used for a Digital Data Service.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.3 SERVICE CONFIGURATIONS

There are two types of service configurations over which Special Access Services are provided: two point and multi-point.

A. Two-Point Service

Two-Point Service connects two Customer designated premise's directly or through a hub where multiplexing functions are performed, or a Customer designated premise and a WATS Serving Office.

Applicable rate elements are:

- Channel Terminations
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

B. Multi-Point Service

Multi-Point Service connects three or more Customer designated premise's through one or more Company hubs. Only certain types of Special Access Service are provided as Multi-Point Service. These are so designated in the descriptions for the appropriate channel.

The channel between hubs (i.e. bridging locations) on a Multi-Point Service is a mid-link. There is no limitation on the number of mid-links available with a Multi-Point Service. However, when more than three mid-links in a tandem are provided the quality of the overall service may be degraded.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.3 SERVICE CONFIGURATIONS, (Cont'd)

## B. Multi-Point Service, (cont'd)

Multi-Point Service utilizing a customized technical specifications package will be provided when technically possible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

When ordering, the Customer will specify the desired bridging hub(s).

- Channel Terminations (one per Customer designated premise)
- Channel Mileage (as applicable between the serving wire center for each Customer designated premise and the hub and between hubs)
- Bridging
- Additional Optional Features and Functions (when applicable).

## 4.4 ALTERNATE USE

Alternate Use occurs when a service is arranged by the Company so that the Customer can select different types of transmission at different times. A Customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The Customer will pay the stated Tariff rates for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable) and Optional Features and Functions (if any)].

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.5 DESIGN LAYOUT REPORT

At the request of the Customer, the Company will provide to the Customer the make-up of the facilities and services provided under this Tariff as Special Access Service to aid the Customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

4.6 ACCEPTANCE TESTING

At no additional charge, the Company will, at the Customer's request, cooperatively test the following at the time of installation:

A. Voice Grade Service

For Voice Grade Service (analog) the acceptance test will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, C-message noise when these parameters are applicable and specified in the order of service. Additionally, for a balance (improved loss) test will be made if the Customer has ordered the Improved Loss Optional Feature.

B. Digital Service

For Digital Services (i.e., Digital Data and High Capacity), acceptance tests will include tests applicable to the service as specified by the Customer in the order for service.

In addition to the above tests, additional cooperative acceptance testing for Voice Grade Service to test other parameters is available at the Customer's request. All test results will be made available to the Customer upon request.

4.7 ORDERING OPTION AND CONDITIONS

Special Access Service is ordered under the Access Order provisions set forth in this Tariff. Also included are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.8 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges applicable to Special Access Service.

## 4.8.1 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Termination
- Channel Mileage
- Optional Features and Functions

## A) Channel Termination

The Channel Termination rate category recovers the costs associated with the communications path between a Customer designated premise and the serving wire center of that premise. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in paragraph (C) following. One Channel Termination charge applies per Customer designated premise at which the channel is terminated. This charge will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

For DS3 High Capacity Service, the Channel Termination rates are made up of the DS3 Capacity Interface rate and the DS3 Channel Installed rate. The Capacity Interface rate is dependent upon the capacity ordered (i.e., Capacity Interface of 1, 3, 6 or 12) and is applicable at each Customer designated premise. The capacity ordered is the maximum number of DS3 services that can be terminated on a given service at the Customer designated premise (e.g., a capacity of 3 can terminate 1, 2, or 3 DS3 services). One DS3 Channel Installed rate applies per Customer designated premise at which the channel is terminated for each DS3 channel that is ordered. These charges will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

B) Channel Mileage

The Channel Mileage rate category recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two (2) Customer designated premise's, between a serving wire center associated with a Customer designated premise and a Company hub or between two (2) Company hubs. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

1. Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Company serving wire centers and/or hub(s).

2. Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each Customer designated premise and Company hub where the channel is terminated. If the Channel Mileage is between bridging hubs, the Channel Mileage Termination rate will apply per Company designated hub. If the Channel Mileage is between the serving wire center for a Customer designated premise and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the Customer designated premise and the WATS Serving Office. When the Channel Mileage Facility is zero (0) (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

C) Optional Features and Functions

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

C) Optional Features and Functions (cont'd)

Descriptions for each of the available Optional Features and Functions are set forth in Section 4.2.2 preceding.

A hub is a Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more Customer designated premise's in a multi-point arrangement. The multiplexing functions are to channelize digital facilities to individual services requiring a lower capacity or bandwidth.

4.8.2 Types of Rates and Charges

There are two types of rates and charges. These are monthly rates and non-recurring charges. The rates and charges are described as follows:

A) Monthly Rates

Monthly rates are recurring rates that apply each month.

B) Non-recurring Charges

Non-recurring charges are one time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of non-recurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

1. Installation of Service

Non-recurring charges apply to each service installed. The non-recurring charges for the installation of service are set for each channel type as a non-recurring charge for the Channel Termination.

2. Installation of Optional Features and Functions

When optional features and functions are installed coincident with the initial installation of service, no separate non-recurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge will apply per order.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

3. Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service.

Changes in the type of service or channel termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one Customer to another will be treated as a discontinuance of the service and an installation of a new service.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

4. Administrative Changes

Administrative changes will be made without charge(s) to the Customer. Administrative changes are as follows:

- Change of Customer name;
- Change of Customer or Customer's end user premise address when the change of address is not a result of physical relocation of equipment;
- Change in billing data (name, address, or contact name or telephone number);
- Change of agency authorization;
- Change of Customer circuit identification;
- Change of billing account number;
- Change of Customer test line number;
- Change of Customer or Customer's end user contact name or telephone number; and
- Change of jurisdiction.

All other service rearrangements will be charged as follows:

- If the change involves the addition of other Customer designated premise to an existing service, the non-recurring charge for the Channel Termination rate element will apply. The charge(s) will apply only for the location(s) being added. The charge(s) will be in addition to an Access Order Charge.

4.8.3 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the Customer's premise; or
- The Customer's premise

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.3 Moves, (cont'd)

A) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the non-recurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge.

B) Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated non-recurring charges will apply. New minimum period requirements will be established for the new services. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4.8.4 Minimum Periods

The minimum service period for all services except part-time Video and Program Audio Services and DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. The minimum service period for part-time Video and Program Audio Services is a continuous twenty-four hour period, not limited to a calendar day. The minimum service period for DS3 High Capacity Service is twelve months.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.8 RATE REGULATIONS, (Cont'd)

## 4.8.5 Mileage Measurement

Special Access will be billed to Customers under two options. The first option is where the Company will provision and provide a special access circuit from end to end and will bill all mileage at Company's Access Charge rates. The second option is where the Company will only provision the portion of the special access circuit that uses Company facilities. In this case, the Customer would be required to obtain the other portion of special access circuit from the other Company (ies) needed to provision the required services. The applicable mileage option will be the Company's discretion for each special access circuit ordered.

Option I: Company provided and provisioned special access circuit from end to end:

The mileage used to determine the monthly Channel Mileage Facility rate is calculated on the airline distance between the locations involved, i.e.,

- the serving wire centers associated with two Customer designated premise's,
- a serving wire center associated with a Customer designated premise and a hub,
- two hubs
- or between the serving wire center associated with a Customer designated premise and a WATS Serving Office.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.8 RATE REGULATIONS, (Cont'd)

## 4.8.5 Mileage Measurement, (cont'd)

The serving wire center associated with a Customer designated premise is the serving wire center from which this Customer designated premise would normally obtain dial tone. Mileage Charges are shown with each channel type. To determine Mileage Charges airline mileage will be determined in accordance with Section 2.13.

When hubs are involved, mileage is computed and rates applied separately for each section, i.e.,

- Customer designated premise serving wire center to hub,
- hub to hub and/or
- hub to Customer designated premise serving wire center.

However, when any service is routed through a hub for purposes other than Customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the Customer designated premise.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

## 4.8 RATE REGULATIONS, (Cont'd)

## 4.8.6 Mixed Use Services

Mixed use refers to a rate application applicable only when the Customer orders high capacity special access facilities between a Customer designated premise and a Company hub where the Company performs multiplexing/de-multiplexing functions and the same Customer then orders the derived channels as Special and Switched Access Services. If the Customer has Switched Access Service between a Customer designated premise and an end office that is multiplexed at a Company hub and subsequently orders the derived channels as Special and Switched Access Service, rates and charges will apply as if the service were ordered as mixed use.

Except as noted above, the high capacity facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, and Multiplexing Arrangement). The non-recurring charge that applies when the mixed use facility is installed will be the non-recurring charge associated with the appropriate special access high capacity channel termination. Rating as special access will continue until such time as the Customer chooses to use a portion of the available capacity for Switched Access Service. Individual service (i.e., Switched or Special Access) non-recurring charges will not apply to the individual channels of the mixed use facility.

When Special Access Service is provided utilizing a channel of the mixed use facility to a hub, high capacity rates and charges will apply for the facility to the hub, as set forth preceding, and individual service rates and charges will apply from the hub to the Customer designated premise. The rates and charges that will apply to the portion from the hub to the Customer designated premise will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, etc.). The applicable rates and charges will include a channel termination and channel mileage, if applicable. Rates and charges for optional features and functions associated with the service, if any, will apply for the appropriate channel type.

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.6 Mixed Use Services, (cont'd)

As each individual channel is activated for Switched Access Service, the High Capacity Special Access Channel Termination, Channel Mileage, and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, etc.). Switched Access Service rates and charges will apply for each channel that is used to provide a Switched Access Service. Additionally, the Switched Access Service Entrance Facility, Direct Trunked Transport, and Multiplexing charges, if applicable, will be reduced by multiplying their respective rates by the ratio of derived Switched Access Service channels to the total number of voice grade channels that can be derived.

The Customer must place an order for each individual Switched or Special Access Service utilizing the mixed use facilities and specify the channel assignment for each such service.

4.8.7 Individual Case Basis Arrangements

Certain services set forth in Special Access Service, Section 4. are provided on an Individual Case Basis.

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## SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

### 5.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this Tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

### 5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

### 5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this Tariff.

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## SECTION 6 - SPECIAL ARRANGEMENTS

### 6.1 SPECIAL CONSTRUCTION

#### 6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

#### 6.1.2 Termination Liability

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

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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## SECTION 6 - SPECIAL ARRANGEMENTS

### 6.1 SPECIAL CONSTRUCTION

#### 6.1.2 Termination Liability

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. Tariff preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

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## SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd)

## 6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from Tariffed arrangements. Rates quoted in response to such requests may be different for Tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- LATA and type of switch
- Service description
- Rates and charges
- Quantity
- Length of the agreement.

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## SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES

### 7.1 GENERAL

The Company will provide on an optional basis the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

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## SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

## 7.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

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## SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

## 7.2 RECORDING SERVICE, (Cont'd)

## 7.2.1 Undertaking of the Company

- A) The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA intrastate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B) A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

- C) Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 90 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.2 RECORDING SERVICE, (Cont'd)

7.2.2 Liability of the Company

Notwithstanding 7.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

7.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.2 RECORDING SERVICE, (Cont'd)

7.2.4 Payment Arrangements and Audit Provision

A) Notice and Scope

- 1) Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the charges to the customer for other services provided by the company pursuant to this Tariff.
- 2) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- 4) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- 5) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.2 RECORDING SERVICE, (Cont'd)

7.2.4 Payment Arrangements and Audit Provision (Cont'd)

B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C) Requests for Examinations

- i) In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- ii) An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D) Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E) Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.2 RECORDING SERVICE, (Cont'd)

7.2.4 Payment Arrangements and Audit Provision, (cont'd)

F) Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G) Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

7.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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## SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

## 7.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

## 7.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

78.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

7.4.1 Undertaking of the Company

- A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B) Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 7.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- C) The company will specify the format in which requests and tapes are to be submitted.
- D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E) The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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## SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

## 7.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

## 7.4.2 Obligations of the Customer

- A) With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D) The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
- E) When the customer orders BNA service for both interstate and intrastate messages, the projected intrastate percentage of use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected intrastate percentage from 100 (100 - projected intrastate percentage = interstate percentage) as the projected interstate percentage.

This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

7.4.2 Obligations of the Customer, (cont'd)

E) (cont'd)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

F) The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

7.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

7.4.3 Rate Regulations

- A) Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 7.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated Tariff rate.

- D) When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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## SECTION 8-PRESUBSCRIPTION SERVICE

## 8.1 General

Presubscription is a process whereby an end user or location provider may select and designate to the Company the primary toll carrier(s) they wish to access on a direct dialed basis (without dialing an access code) for calls leaving the local service area of the Company. The list of toll providers providing intrastate toll service(s) to the Company's serving area is made available to the end user or location provider in the Company's service guide.

Should a caller wish to use the services of a toll provider other than the designated toll provider on the line, it will be necessary for the caller to dial the appropriate toll provider access code.

## 8.2 Provisions

## A) Charge Applications

End Users or location providers placing orders for service will be asked to designate a primary toll provider at the time they place an order with the Company for Exchange Service. This selection is made free of charge.

The non-recurring charge for a primary toll provider change is billed to the end user subscribed to the Exchange Service. However, a toll provider may, at its option, elect to pay the non-recurring charge on behalf of the end user.

## B) Dispute Application for Presubscription

If the end user or location provider disputes a toll provider change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous toll provider. If the change was due to Company error, the end user or location provider will be returned to their previous primary toll provider free of charge. If the change was submitted by a toll provider, and the toll provider is unable to produce the signed end user or location provider Letter of Authorization (LOA), the non-recurring charges will be assessed to the unauthorized toll provider.

If there is a conflict between an end user, a location provider or their respective agent, on one hand, and a toll provider on the other hand, over the designation of the primary toll provider, the Company will honor the designation selected by the end user or location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one (1) or more toll providers.

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SECTION 8-PRESUBSCRIPTION SERVICE, (Cont'd)

8.2 Provisions, (Cont'd)

B) Dispute Application for Presubscription, (Cont'd)

If there is a conflict between an end user and/or location provider, on one hand, and their agent on the other hand, over designation of the primary toll provider, the Company will honor the designation selected by the end user and/or location provider, regardless of any contractual obligations the end user and/or location provider may have with one (1) or more toll providers or agents.

C) Cancellation of Toll Provider Participation for Presubscription

If a toll provider elects to discontinue all of its FGD service in the end office, the toll provider is obligated to do the following:

- Notify the Company of the cancellation of their FGD service, and;
- Contact all end users or location providers that are presubscribed to the canceling toll provider as their primary toll provider. Inform these end users or location providers of cancellation and request the end users or location providers to contact the Company to select a new primary toll provider.

The Company will bill the canceling toll provider the service order charge for each end user and location provider the canceling toll provider has currently presubscribed to them.

Such charge will not apply to a canceling toll provider where the canceling toll provider transfers or assigns its FGD services and the associated carrier access code to another toll provider in such a manner that the Company does not change end user or location provider toll provider designations or if another toll provider elects to pay the toll provider change charge on behalf of the canceling toll provider. The charge will apply if a mass conversion of access codes is requested by the Customer which causes the Company to change end user or location provider toll provider designations.

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## SECTION 8-PRESUBSCRIPTION SERVICE, (Cont'd)

## 8.2 Provisions, (Cont'd)

## D) Verification of Orders for Long Distance Telemarketing

No toll provider shall submit to the Company a primary toll provider change order generated by telemarketing unless and until the order has first been confirmed in accordance with one (1) of the following procedures:

1. The toll provider obtains the billed party's written authorization to submit the primary toll provider change order and confirms:
  - The billed party's billing name and address and each telephone number to be covered by the change order;
  - The billed party's decision to change primary toll providers; and
  - The billed party's understanding of the change fee; or
2. The toll provider obtains the billed party's electronic authorization to submit the change order. The billed party will place a call, from the telephone number(s) on which the toll provider designation is to be changed, to a toll free telephone number that is dedicated to the toll providers verification process. The verification number will connect the billed party to a voice response unit that records the originating ANI and the required information described in (1) preceding; or
3. An appropriately qualified and independent third party, operating in a location physically separate from the telemarketing representative, obtains the billed party's oral authorization to submit the change order. This authorization must confirm the order and include appropriate verification data (e.g., the billed party's date of birth or social security number).

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## SECTION 9 – PRICE LIST

9. RATES AND CHARGES9.1 *Reserved for Future Use*9.2 Switched Access Service9.2.1 Nonrecurring ChargesA. Switched Local Channel

Two-Wire (VG), Non Recurring	\$275.00
Four-Wire (VG), Non Recurring	\$275.00
DS1 Service, Non Recurring	\$560.00

End Office Based Private Network, Per Switched Local Channel

B. Trunk Activation

24 Trunks Activates or Fraction thereof,  
on a Per Order Basis *\$Reserved for Future Use*

- The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operating Companies Tariff F.C.C. No. 2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No. 14). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

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Effective Date:

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## SECTION 9 – PRICE LIST (Cont'd)

9. RATES AND CHARGES (Cont'd)9.2 Switched Access Service (Cont'd)9.2.2 800 Series Data Base Access Service Queries

800 Query Charge

\$0.002294

Additional Functions

800 Routing Options Charge

\$0.000207, per query using options

POTS Translation Charge

ICB

- The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operating Companies Tariff F.C.C. No. 2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No. 14). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

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SECTION 9 – PRICE LIST

9. RATES AND CHARGES (Cont'd)

9.3 Special Access Service

*Reserved for Future Use*

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SECTION 9 – PRICE LIST (Cont'd)

9. RATES AND CHARGES (Cont'd)

9.3 Special Access Service

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SECTION 9 – PRICE LIST (Cont'd)

9. RATES AND CHARGES (Cont'd)

9.3 Special Access Service

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SECTION 9 – PRICE LIST (Cont'd)

9. RATES AND CHARGES (Cont'd)

9.3 Special Access Service

*Reserved for Future Use*

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SECTION 9 - PRICE LIST, (Cont'd)

9.3 Special Access Service, (Cont'd)

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9.3 Special Access Service, (Cont'd)

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## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services9.4.1 Access OrderingA. Access Order Charge

Switched Access - Per Order \$ 500.00

B. Service Date Change Charge

Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 10.3.1(A) preceding does not apply.

Per Order \$ 26.50

Service Date Change - Additional  
Dispatch Charge, Per Occurrence \$ 200.00C. Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

Per Order \$ 58.00

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operatign Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

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## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services, (cont'd)9.4.2 Additional Engineering

<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
A. Basic Time per engineer normally scheduled working hours	\$ 49.91	\$ 44.69
B. Overtime per engineer outside of normally scheduled working hours	\$ 76.70	\$ 50.75

These additional engineering charges are applicable for the following:

For additional technical information after the Company has already provided the technical information normally included on the Design Layout Report.

9.4.3 Additional Labor

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
A. <u>Installation or Repair</u>		
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 30.06	\$ 26.62
Premium Time, outside of scheduled work day, per technician	\$ 31.46	\$ 31.46

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operating Companies Tariff F.C.C No.2) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

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## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services, (cont'd)9.4.3 Additional Labor, (cont'd)Additional Labor Periods

B. <u>Stand by</u>	First Half Hour Or Fraction Thereof	Each Addtl. Half Hour or Fraction Thereof
Basic Time, normally scheduled working hours, per technician	none	\$ 23.67
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	none	\$ 27.05
Premium Time, outside of scheduled work day, per technician	none	\$ 31.29
C. <u>Testing and Maintenance with other Telephone Companies, or Other Labor</u>		
Basic Time per technician normally scheduled working hours	\$ 23.94	\$ 22.68
Overtime per technician outside of normally scheduled working hours on a scheduled work day	\$ 26.62	\$ 26.62
Premium Time per technician outside of scheduled work day	\$ 31.46	\$ 31.46

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SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)

9.4 Other Services, (cont'd)

9.4.3 Additional Labor, (cont'd)

D. Maintenance of Service

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a deregulated Maintenance of Service charge for the period of time from when the Company personnel are dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at that time.

The Customer shall be responsible for payment of a deregulated Maintenance of Service charge when the Company dispatches personnel to the Customer's premises, and the trouble is in equipment, inside wire, or communications systems provided by other than the Company or in detariffed CPE or inside wire provided by the Company. No credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The charges for Maintenance of Service are deregulated.

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operation Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

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452 Casteel Road  
Bruceton Mills, WV 26525

9. RATES AND CHARGES. (Cont'd)9.4 Other Services. (cont'd)9.4.4 Miscellaneous ServicesA. Additional Cooperative Acceptance Testing - Switched Access

	<u>First Half Hour Or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours	\$ 40.92	\$ 22.60
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 41.28	\$ 25.99
Premium Time, outside scheduled work day	\$ 46.34	\$ 29.57

B. Cooperative Scheduled TestingTo First Point  
of Switching. MRC

Gain Slope Test, Per Circuit	\$ 1.09
C-Notched Noise Test	\$ 0.62
1004 Hz Loss	\$ 1.64
C-Message Noise	\$ 1.03
Balance (Return Loss), Per Circuit	\$ 0.57

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operation Companies Tariff F.C.C. No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525

## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services, (cont'd)9.4.4 Miscellaneous Services, (cont'd)C. Manual Scheduled TestingTo First Point  
of Switching, MRC

Gain Slope Test, Per Circuit	\$ 2.73
C-Notched Noise Test	\$ 1.68
1004 Hz Loss	\$ 1.82
C-Message Noise	\$ 1.47
Balance (Return Loss), Per Circuit	\$ 1.37

D. Nonscheduled Testing(1) Automatic Testing,  
To First Point  
of Switching, MRC

Gain Slope Test, Per Circuit	\$ 13.93
C-Notched Noise Test	\$ 13.56
1004 Hz Loss	\$ 13.93
C-Message Noise	\$ 13.56
Balance (Return Loss), Per Circuit	\$ 14.30

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operation Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

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Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525

## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services, (cont'd)9.4.4 Miscellaneous Services, (cont'd)D. Nonscheduled Testing (cont'd)

## (2) Cooperative Testing, Testing Periods

Fraction	First Half Hour Or Fraction	Each Add'l. Half Hour or
	<u>Thereof</u>	<u>Thereof</u>
Basic Time, normally scheduled working hours	\$ 40.92	\$ 22.60
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 41.28	\$ 25.99
Premium Time, outside scheduled work day	\$ 46.34	\$ 29.57

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operation Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

Issue Date:

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Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525

## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services, (cont'd)9.4.4 Miscellaneous Services, (cont'd)E. Nonscheduled Testing, (cont'd)

## (3) Manual Testing

Half Fraction	First Half Hour Or Fraction Thereof	Each Addtl. Hour or Thereof
Basic Time, normally scheduled working hours	\$ 40.92	\$ 22.60
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 41.28	\$ 25.99
Premium Time, outside scheduled work day	\$ 46.34	\$ 29.57

F. Originating Line Screening (OLS)  
Per Query, NRC

\$ reserved for future use

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operatign Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated in Case No.

Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525

SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES (Cont'd)

9.4 Other Services, (cont'd)

9.4.4 Miscellaneous Services, (cont'd)

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operation Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated                      in Case No.

Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525

## SECTION 9 - PRICE LIST, (Cont'd)

9. RATES AND CHARGES, (Cont'd)9.4 Other Services, (cont'd)Rate9.4.5 Specialized Service or Arrangements

ICB

Specialized Service or Arrangements are provided on an individual case basis.

The Company's rates mirror AT&T "Access Service Tariff" PUCO No. 20 (which unless otherwise stated adopted and concurs in Ameritech Operation Companies Tariff F.C.C No.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges. The Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO No. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. No 14) Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525

## **EXHIBIT 2**

### **NOTIFICATION TO THE OHIO DEPARTMENT OF TAXATION**

Digital Connections, Inc. affirms that it has notified the Ohio Department of Taxation of its intent to conduct business as a telephone utility in the State of Ohio. Notification was submitted on February 28, 2014; a copy of the notification is attached hereto.





# Digital Connections

February 28, 2014

P.O. Box 387 Bruceton Mills, WV 26525

[www.DigitalConnections.net](http://www.DigitalConnections.net)

304 284-0779 ofc

888 303-6190

304 284-8555 fax

Ohio Department of Taxation  
Public Utilities Tax  
30 E Broad Street  
21<sup>st</sup> Floor  
Columbus, OH 43266-0030

Re: Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc

To Whom it May Concern,

Please accept this letter as notification that the above referenced company intends to operate as a telephone service provider in the State of Ohio. Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc. is authorized to transact business in Ohio and is incorporated under the laws of the State of West Virginia. Registration with the Public Utilities Commission of Ohio is currently pending.

The Company's regulatory contact is:

Mr. Timothy Wotring, Vice President  
Digital Connections, Inc  
452 Casteel Road  
Bruceton Mills, WV 26525  
304-284-0779

Sincerely,



Timothy Wotring  
Vice President

TGW/III

## EXHIBIT 3

### DESCRIPTION OF PROPOSED SERVICES

#### Local Exchange Access

Digital Connections plans to offer a full range of local exchange access services to business and residential customers, including:

- Basic POTS service
- Analog private branch exchange trunks (PBX)
- Analog direct inward dial trunks (DID)
- Digital PBX and DID trunks
- Centrex-type systems lines and features
- Dedicated Point-to-Point data circuits: 9.6, 56K, Fractional T-1, and T-1
- Broadband/High Speed Internet Access via DSL (Digital Subscriber Line),
- ISDN (Integrated Services Digital Network), and T-1.

Digital Connections plans to offer the following services to customers of its local exchange access service:

- Direct dial calling
- Extended area calling, where available
- Toll free calling (i.e. local 800, 950 or comparable service)
- Operator assisted calling
- Long distance and other blocking
- Directory assistance service
- Emergency 911/E911 service

#### Carrier Access Services

Digital Connections intends to offer carrier access services for the efficient transmission of traffic between users of Digital Connection's local exchange access service and the network of other entities, including originating access to enable customers of Digital Connection to employ services of other common carriers for terminating access for interstate and international calling.

## EXHIBIT 4

### DECLARATION OF SERVICE METHODS

Digital Connections, Inc. is not currently offering service in the State of Ohio; however, Digital Connections is seeking authorization to offer resold and facilities based local exchange services as well as resold interexchange services to potential customers located within the following Ohio counties:

Belmont	Franklin	Jefferson	Portage
Columbiana	Gallia	Mahoning	Stark
Coshocton	Geauga	Monroe	Summit
Cuyahoga	Guernsey	Muskingum	Tuscarawas
Fairfield	Harrison	Perry	Washington

All arrangements that may be implemented to effectuate the local and interexchange services requested in this application will conform to existing and evolving industry standards, and will not, in any way, adversely affect the networks of incumbent exchange carriers. Applicant is knowledgeable of and is willing to comply with all applicable rules, regulations and legal orders of the Public Utility Commission of Ohio.

## EXHIBIT 5

### COMPETTIVE TELECOMMUNICATIONS SERVICE (CTS) DECLARATION

Aside from offering local service Digital Connections plans to resell interexchange services; therefore, Digital Connections is seeking authority to provide both local and interexchange services within the State of Ohio.

## EXHIBIT 6

### STATEMENT OF PUBLIC INTEREST

Digital Connection's proposed services will provide multiple public benefits by bringing competition to certain Ohio counties. Benefits include the following:

- Greater reliability of services
- Increased competitive choices of telecommunications services
- Increase efficiency of LEC networks and services

Enhanced competition in telecommunications services will further stimulate economic development in Ohio. In addition, increased competition will create incentives for lower prices, more innovative services and more responsive customer service. Additionally, the introduction of inexpensive high-speed access will bring a competitive edge to Ohio businesses.

Local exchange services competition will also stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LEC. The incumbent provider will have market incentives to improve the efficiency of its operations and it will benefit from increased use of its services, due to expansion of the total market and competitively driven prices.

Further, as demonstrated above, the grant of this authority will provide significant benefits to consumers in terms of carrier choice, price, increased reliability, responsiveness and the introduction of new services. Additionally, as competition has driven telecommunications prices downward, businesses have seen concomitant reductions in their operating costs and increases in their sales, all of which contribute toward the viability of the economy and employment levels.

## EXHIBIT 7

### PROPOSED MARKET AREA

Digital Connections seeks certification from the Public Utilities Commission of Ohio so that it can provide telecommunications services for the geographic areas that "mirror" the geographic boundaries of the Incumbent Local Exchange Carriers. Specifically, Digital Connections will seek customers within the following Ohio counties:

Belmont	Franklin	Jefferson	Portage
Columbiana	Gallia	Mahoning	Stark
Coshocton	Geauga	Monroe	Summit
Cuyahoga	Guernsey	Muskingum	Tuscarawas
Fairfield	Harrison	Perry	Washington

## EXHIBIT 8

### CLASS OF CUSTOMERS

The objective of Digital Connections is to serve residential and business consumers. Digital Connections is committed to providing excellent quality of service to all classes of customers so that they may realize the benefits of the Federal Telecommunications Act of 1996.

The determination as to whether the Customer should be classified as a business or residential end user will be based on the character of the use of services. This consideration will be the basis upon how rates are applied to particular services.

Business rates will apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature. Residential rates will apply when the use of the service is of a domestic nature and the service is not used substantially for occupational service.

**EXHIBIT 9**

**FINANCIAL DATA**

**FILED UNDER PROTECTIVE ORDER**



## EXHIBIT 10

### TECHNICAL AND MANAGERIAL EXPERTISE (cont'd)

#### Technical Qualifications

Digital Connections possesses the necessary qualifications to meet or exceed all technical specifications of providing local services. Digital Connections is aware of the industry standards for quality of services, billing practices, and customer care. Digital Connections does not anticipate any problems and is fully committed to meeting or exceeding all quality of standards and billing practices. Digital Connections does not currently own and will not initially own its own equipment or facilities; however, Digital Connections intends to launch service by reselling the services of and purchasing UNEs from the ILECs. UNE's will include switching and transport facilities, as well as loop and sub-loop components. Digital Connections' Officers and Directors possess the necessary qualifications to meet or exceed all technical specifications of providing local telecommunications services as evident in the following biographies:

**John Rockis** is the President of Digital Connections. Mr. Rockis entered the telecommunications field in 1980 and has worked in the interconnection field (station equipment) to include station wiring – CAT 3, CAT 5, and fiber optics and outside plant. Mr. Rockis began work in the data field in 1993. In this capacity he was responsible for installation, maintenance of DS0, DS1, ISDN PRI circuits and terminating equipment for Digital Connections Inc. and Internet Service Providers. Mr. Rockis has over nineteen years of experience in the telecommunications industry performing the following:

- PBX, Key System, Voice-Mail, Engineering, Installation, Management
- Design and construction of Corporate WANS
- Maintenance of Data Circuits and Equipment
- Installation of Maintenance of Voice and Data multiplexers

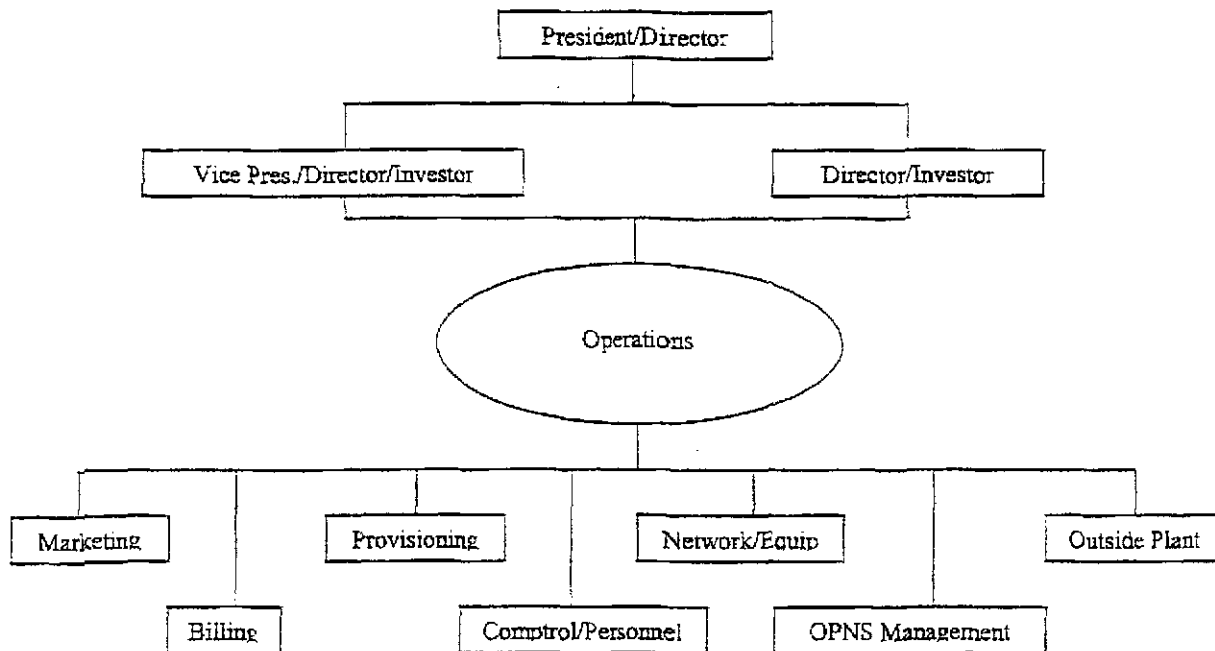
**Robert T Joseph** is the Secretary of Digital Connections. Mr. Joseph has been employed with Digital Connections for 20 years. Mr. Joseph is responsible for network design and implementations. Prior to his employment with Digital Connections, Robert was employed by Euclid Telecom for 13 years and was responsible for telephone system design and installation. In addition, Robert was an agent for Verizon for nine years.

**Gary Posey.** Mr. Posey has been employed with Digital Connections for three years and is currently responsible for order activations, technical service, and customer care.

## EXHIBIT 11

### CORPORATE STRUCTURE

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. is a wholly owned subsidiary of Digital Connections, Inc., is organized and existing under the laws of the State of West Virginia. The following diagram details Digital Connections existing corporate structure:



## **EXHIBIT 12**

### **OPERATIONS IN OTHER STATES**

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. has previously been certified in the State of Ohio. Digital Connections is currently authorized and providing competitive local exchange and intrastate services with the State of West Virginia.

## EXHIBIT 13

### ACCOUNTING RECORDS

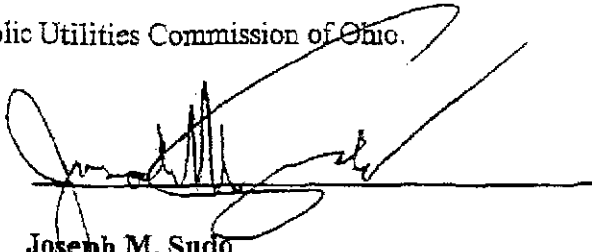
Digital Connections, Inc. requests exemption from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulations.

Digital Connections currently maintains its accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Digital Connections' billing system is capable of identifying and billing intrastate versus interstate traffic, in accordance with Multiple Exchange Carrier Access Billing ("MECAB") Guidelines as developed by the billing committee of the Ordering and Billing Forum ("OBF"). Bill fulfillment activities will take place in Digital Connections' Bruceton Mills, West Virginia corporate headquarters. The customer bill cycle will be dependent upon the account set up date and will occur monthly thereafter. Also, customer service representatives located at Digital Connections' Bruceton Mills, West Virginia facility will handle billing requirements.

## EXHIBIT 14

### COMPLIANCE VERIFICATION

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. verifies that it does not have any affiliations that require the corporation to comply with the affiliated transaction rules and regulations of the Public Utilities Commission of Ohio.

A handwritten signature in black ink, appearing to read 'Joseph M. Sudo', is written over a horizontal line.

Joseph M. Sudo  
Consultant on Behalf of  
Digital Connections, Inc.

## EXHIBIT 15

### EXPLANATION OF RATES

Rates contained in the local and interexchange tariffs of Digital Connections are derived from the rates of the incumbent LEC's interconnection agreement, retail tariffs and resale tariffs of Digital Connections' competitors.

**EXHIBIT 16**

**SERVICE AREAS WITH APPROBED INTERCONNECTION AGREEMENT**

Please See Exhibit 18 for Interconnection Agreement

## EXHIBIT 17

### ADVANCED PAYMENT DECLARATION

Digital Connections will not require advanced payment from customers prior to the provisioning of local dial tone services.



## **EXHIBIT 18**

### **INTERCONNECTION NEGOTIATIONS AGREEMENT**

Digital Connections is in the process of reviewing and negotiating an Interconnection and Resale agreement with Frontier for the State of Ohio. This agreement and any future agreements will be filed with the Commission prior to the commencement of service. Attached hereto is a request for interconnection negotiations which was sent to Frontier on March 27, 2014. An Interconnection Agreement has already been established with AT&T.

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA,  
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN,  
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA,  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,  
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,  
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T  
CONNECTICUT,  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T ARKANSAS, AT&T  
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND/OR AT&T TEXAS  
AND/OR WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN**

**SUBJECT INDEX**

**SUBJECT**

**APPENDIX**

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Ohio Collocation Rate Summary.....	COLLO-OH

## Signatures

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Digital Connections, Inc d/b/a Digital Connections of Ohio, Inc.

The Ohio Bell Telephone Company d/b/a AT&T Ohio by AT&T Operations, Inc., its authorized agent

Signature: THW

Signature: Eddie A. Reed, Jr.

Name: TIMOTHY G. WOTRING  
(Print or Type)

Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: GENERAL MANAGER / COO  
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-6-2008

Date: 1-21-08

	Resale OCN	UNE OCN	Switch Based OCN
OHIO		<u>8188</u>	
ACNA	<u>DGW</u>		

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application For Approval Of )	
An Agreement Between AT&T Ohio and )	
Digital Connections, Inc. dba )	
Digital Connections of Ohio, Inc. )	Case No. 08-0588-TP-NAG
Pursuant To Section 252 of the )	
Telecommunications Act of 1996. )	

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APPLICATION FOR APPROVAL OF AN AGREEMENT  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

---

AT&T Ohio<sup>1</sup> hereby files the attached agreement dated May 12 2008 ("the Agreement") between itself and Digital Connections, Inc. dba Digital Connections of Ohio, Inc. ("the Parties") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.) ("the Act"). The filing of this agreement was delayed while the carrier's ACNA and OCN codes were verified. One amendment, executed on May 12, 2008, is included with this filing. This filing is being made pursuant to the Act.

The Agreement, which provides for interconnection between the Parties' networks, has been arrived at through negotiations between the Parties as contemplated by Section 252(a) of the Act.

The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e)(1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a

party to the agreement" or "... implementation of such Agreement or portion is not consistent with the public interest, convenience, and necessity." Since the Agreement is the result of voluntary negotiations between the Parties, the Agreement is not subject to review under the standards set forth in Sections 252(b), 252(c) and 252(d) of the Act.

AT&T Ohio represents that the Agreement is not discriminatory and that it will make the Agreement available to any other telecommunications carrier in AT&T Ohio's service territory. However, the Agreement does not preclude different arrangements with other providers. In addition, this Agreement does not impact any other company's right to negotiate or arbitrate issues pursuant to the Act.

The Agreement is in the public interest, convenience and necessity because it establishes the terms and conditions for interconnection between the Parties' networks. The Agreement represents the end product of good faith negotiations by the Parties. This is the type of private negotiation and agreement envisioned by the Congress when it crafted the Act. Thus, the implementation of the Agreement will be consistent with the public interest, convenience and necessity.

In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this Application. Under Ohio Admin. Code § 4901:1-7-07(D)(2), the Agreement

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<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

shall be deemed approved on the 91st day after filing unless the Commission orders otherwise.

By executing the Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, AT&T Ohio does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by AT&T Ohio the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. AT&T Ohio also notes that by executing the Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under the Intervening Law paragraph.

WHEREFORE, AT&T Ohio requests that the Commission approve the Agreement.

Respectfully submitted,

AT&T Ohio

By: /s/ Jon F. Kelly  
Jon F. Kelly  
AT&T Services, Inc.  
150 E. Gay St., Rm. 4-C  
Columbus, OH 43215  
  
(614) 223-7928

*Its Attorney*



**EXHIBIT 19**

**OHIO SECRETARY OF STATE CERTIFICATION**

**&**

**RESOLUTION OF FOREIGN CORPORATION TO QUALIFY UNDER AN ASSUMED  
NAME**

Digital Connections, Inc., is currently awaiting an update Certificate of Good Standings from the State of Ohio. Enclosed is a print off from the Ohio State website showing that *our Certificate with the Secretary of State is still active.*

[Print this report](#)**Corporation Details**

Corporation Details		
Entity Number	1359429	
Business Name	DIGITAL CONNECTIONS OF OHIO, INC. (DIGITAL CONNECTIONS, INC.)	
Filing Type	FOREIGN CORPORATION	
Status	Active	
Original Filing Date	12/26/2002	
Expiry Date		
Location:	County:	State: WEST VIRGINIA
Agent / Registrant Information		
CT CORPORATION SYSTEM 1300 E 9TH ST. CLEVELAND, OH 44114 Effective Date: 12/26/2002 Contact Status: Active		
Filings		
Filing Type	Date of Filing	Document Number/Image
FOREIGN LICENSE/FOR-PROFIT ASSUMED NAME	12/26/2002	200236102622





Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

[www.state.oh.us/sos](http://www.state.oh.us/sos)

e-mail: [busserv@sos.state.oh.us](mailto:busserv@sos.state.oh.us)

## RESOLUTION OF FOREIGN CORPORATION TO QUALIFY UNDER AN ASSUMED NAME

(Foreign, Profit or Non-Profit)

(181-FLA)

The undersigned hereby certifies that the Board of Directors of

Digital Connections, Inc.

(Name of Corporation)

a foreign corporation desiring a license to transact business in Ohio, did on December 1, 2002 adopt the following  
(date)  
resolution, to wit:

RESOLVED, that the corporation is hereby directed to make application for a license to transact business in Ohio  
under the assumed name of Digital Connections of Ohio, Inc.

and that the corporation will transact business in Ohio only under such assumed name.

Signature: \_\_\_\_\_

(Officer)

Print Name: John J. Rockis

Title: Vice President



## Certificate

*I, Joe Manchin III, Secretary of State of the  
State of West Virginia, hereby certify that*

**DIGITAL CONNECTIONS, INC.**

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by my office. The corporation has not been dissolved according to my records.

I further certify that the Tax Commissioner of West Virginia advises me that the corporation has paid all annual license taxes that are now due and that the corporation is in existence and in good standing with the State of West Virginia.

Accordingly, I hereby issue this

## CERTIFICATE OF EXISTENCE

*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
October 29, 2002*

A handwritten signature in dark ink, appearing to read "Joe Manchin III", is written over a horizontal line.

*Secretary of State*



## EXHIBIT 20

### OFFICERS and DIRECTORS CONTACT INFORMATION

John Rockis, President/Director  
PO Box 270  
235 High Street  
Morgantown, WV 26507

Timothy Wotring, Vice President/Director/Investor  
452 Casteel Road  
Bruceton Mills, WV 26525

Robert Joseph, Secretary/Director/Investor  
PO Box 270  
235 High Street  
Morgantown, WV 26507

**EXHIBIT 21**

SAMPLE CUSTOMER BILL  
&  
SAMPLE DISCONNECT NOTICE

**Digital  
Connections**

P.O. Box 270 \* Morgantown, WV 26505

888 303-6190

FAX 304 284-8555

CUSTOMER NAME

Customer Number: 00000000

CUSTOMER ST

Invoice Number : 00000000

CITY ST 00000

Invoice Date : 00 /00/ 00

Page : 1

=====INVOICE SUMMARY=====

Domestic	\$	0.00
Directory Assistance	\$	0.00
Canada	\$	0.00
International	\$	0.00
800/ 877/ 888	\$	0.00
Additional Charges	\$	0.00
Primary Interexchange Carrier Charge	\$	0.00
Local Charges	\$	0.00

TOTAL USAGE \$ 0.00

Federal Excise Tax	\$	0.00
State/Local/Other Tax	\$	0.00

TOTAL TAXES \$ 0.00

Universal Service Fund	\$	0.00
------------------------	----	------

TOTAL CURRENT DUE \$ 0.00

Previous Balance	\$	0.00
Payments/ adjustments	\$	0.00
Finance charge	\$	0.00

BALANCE FORWARD \$ 0.00

TOTAL AMOUNT DUE \$ 0.00

Digital Connections uses Qwest 0432 to provide you with Long Distance service. To ensure that your Long Distance service is with Digital Connections, DIAL 1 700 555-4141. You should here hear a Qwest message. Should you not receive a Qwest message, Please call us at 888 303-6190.

\*\*\*\* Remittance document - Please Detach and Return This Portion with Your Payment\*\*\*\*

CUSTOMER NAME

Customer Number: 00000000

CUSTOMER ST

Invoice Number : 00000000

CITY ST 00000

Invoice Date : 00 /00/ 00

TOTAL AMOUNT DUE \$ 0.00

Please pay by : 00/ 00/ 00

DIGITAL CONNECTIONS  
PO BOX 270  
MORGANTOWN, WV 26507

CUSTOMER NAME  
CUSTOMER ST  
CITY ST 00000



## Master Service Agreement

### Section I: Account Information

www.digitalconnections.net

Account Name:				Date: / /	
Authorized Contact(s)				Contact No. ( )	
Mailing Address:			No. of Loc.	Consolidated Billing (Y/N)	
City:	State:	Zip Code:	County:		
Hours of Operation:	Years in Business:	No. of Lines:	FIN/SSN:		
Length of Term:	<input type="radio"/> Month-To-Month	<input type="radio"/> 1 Year	<input type="radio"/> 2 Year	<input type="radio"/> 3 Year	Sales ID: Master ID:

### Section II: Service Request

<input type="radio"/> Local Service (AS IS)	<input type="radio"/> All Long Distance	<input type="radio"/> Account Codes	<input type="radio"/> Internet Access
<input type="radio"/> Local Service (AS SPEC)	<input type="radio"/> Interlata LD ONLY	<input type="radio"/> 8xx Toll-Free	<input type="radio"/> Web Services
<input type="radio"/> Dig. Conn. Voicemail	<input type="radio"/> Intralata LD ONLY	<input type="radio"/> Calling Cards	<input type="radio"/> Dedicated Services

### Section III: Local Service

Telephone Number(s)	BTN (x)	WTN(x)	Centrex/ POTS	Feature Codes	Line/Feature		
					Line	Feature	Total

#### Feature Codes

Centrex ( * Basic Centrex Package)				POTS	
* HTG	- Hunting	\$0.00	HTG	- Hunting	\$1.00
* TWC	- 3 Way Calling	\$0.00	TWC	- 3 Way Calling	\$2.00
* CFV	- Call Forwarding Variable	\$0.00	CFV	- Call Forwarding Variable	\$2.00
* CHD	- Call Hold	\$0.00	CWT	- Call Waiting	\$2.00
* SC8	- Speed Calling 8 Number	\$0.00	CFB	- Call Forwarding Busy	\$2.00
* TRN	- Call Transfer	\$0.00	CFD	- Call Forwarding Don't Answer	\$2.00
CWT	- Call Waiting	\$0.00	CBD	- Call Forwarding Busy / Don't Answer	\$2.00
CFB	- Call Forwarding Busy	\$0.00	DRS	- Distinctive Ringing	\$4.00
CFD	- Call Forwarding Don't Answer	\$0.00	CID	- Caller-ID with Name and Number	\$6.00
CBD	- Call Forwarding Busy / Don't Answer	\$0.00	UCF	- Ultra Call Forwarding	\$5.50
DRS	- Distinctive Ringing	\$4.00	VML	- Digital Connection's Voice Mail	\$5.00
CID	- Caller-ID with Name and Number	\$6.00			
UCF	- Ultra Call Forwarding	\$5.50			
VML	- Digital Connection's Voice Mail	\$5.00			

Authorized Initials: \_\_\_\_\_

Date: / /

\*\*\*\*\* **IMPORTANT NOTICE** \*\*\*\*\*

Dear Customer,

This letter is to notify you that our records indicate that your account is past due. We have made several attempts to contact you via telephone, but were unsuccessful. To avoid interruption in service and to keep your account from being turned over to our collections agency please remit a payment.

If a payment is not received by January 20, 2003, your Digital Connections service will be interrupted for nonpayment and your account will be turned over to our collections agency. If you feel as though our records are not accurate, please contact our office at 888 303-6190 or via e-mail [management@digitalconnections.net](mailto:management@digitalconnections.net).

Sincerely,

Digital Connections

**EXHIBIT 22**

**CUSTOMER APPLICATION FORM**

Account Name \_\_\_\_\_

## TERMS AND CONDITIONS

This agreement ("Agreement") is made and entered into on the date shown on this Agreement, by and between Digital Connections, and the Customer ("Customer") of this Agreement. IN CONSIDERATION of the mutual covenants and conditions set forth below, it is agreed as follows:

1. **Obligations of Company:** Throughout the term of this Agreement, Company shall provide certain services to Customer at the location(s) listed on Attachments of this Agreement. Digital Connections shall provide such services and shall have the responsibility to arrange, move, disconnect, remove and repair facilities to allow for the services provided under this Agreement.

2. **Obligations of Customer:** Customer shall provide all information, access and support required for timely installation and proper use of Company's services. Additionally, Customer shall make full and timely payments as provided under Paragraph 8 of this Agreement and the billing invoices. Customer shall assure that Customer's use of the services Company provides hereunder is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Company's network or equipment.

3. **Quality Service Guarantee:** Either party may terminate this Agreement for cause if written notice via registered mail is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. The concern must be attributable to facilities or causes within Digital Connection's reasonable control. Digital Connections must be unable to cure the material breach to Customer's reasonable satisfaction within 30 days after receipt of the written notice. If Digital Connections terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. Customer's account must be current (i.e., no balance due over 30 days). Any cancellation shall not relieve Customer of its obligation to pay any charges incurred prior to cancellation of this Agreement. If Customer requests termination of Service, Customer will pay an early termination charge of 70% of the last twelve months average monthly billing for all Services purchased from Digital Connections on this Master Service Agreement, multiplied by the number of months remaining on the then current term or the minimum monthly commitment amount multiplied by the number of months remaining for the then current term, plus any waived installation charges, discounts or credits.

4. **Minimum Monthly Commitment Charge:** Commencing with its third invoice hereunder, Customer is liable for a gross (prior to discount credits) Minimum Monthly Commitment charge as stated by this Master Service Agreement. Governmental assessments, non-recurring charges, operator assistance charges and local loop and third party pass-through charges are not included in calculating the Minimum Monthly Commitment Charge. If Customer has elected Digital Connection's Corporate Billing option, eligible charges from all Customer locations covered under this Agreement will be aggregated in calculating the Minimum Monthly Commitment Charge, otherwise each individual Customer account is subject to the Minimum Monthly Commitment Charge. Customer is responsible for any (1) Digital Connections and local service provider installation and monthly recurring charges for dedicated circuits/loops necessary for the Services, and (2) costs incurred by Digital Connections, including without limitation, any local service provider contract termination charges, if such circuits/loops are cancelled prior to activation of the Services, or the completion of the term commitment made by Customer under this Agreement.

5. **Term of Service:** This Agreement shall become effective on the date made and entered into. The term of this Agreement shall commence on the date shown on this Agreement and shall continue thereafter for the number of months shown on side one (1) of this Agreement, unless the service is terminated in accordance with the provisions stated within this Agreement. This Contract automatically renews for a term identical to the term listed on side one (1) unless either party provides written cancellation at least thirty (30) days prior to the expiration of the original or the then current term.

6. **Fees and Charges:** Services will be provided according to this Master Service Agreement and all applicable state and federal tariff fees and charges will apply accordingly. Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities including federal or state mandated regulatory assessments, charged to or against Company or Customer because of the service and equipment furnished by Company, shall be paid by the Customer. Digital Connections bills local charges one month in advance. Your first invoice will reflect prorated charges from the inception date of your service plus the service charges of your next month's invoice. If you decide at a later date to switch carriers, a refund may apply for any unused service.

7. **Service Additions:** Customer may request additional quantities or types of service than currently provided under this Agreement, at the then prevailing rates under the terms of this Agreement by executing a written order for such additional service ("Order"). Each Order must be accepted by the Company and shall specify the agreed date on which the activation of the services covered by that Order shall be completed and the additional costs of the addition. The additional charges relating to these service additions will then be included in the monthly bill as described in Paragraph 6 of this Agreement.

8. **Payment:** Monthly invoices are payable upon receipt. Customer shall make payment on each bill to Company within the time period indicated on the billing invoice. Payments may be made by mail or credit card by calling Customer Service. When paying by mail, your bill is considered paid on the day Digital Connections processes your payment. When paying by credit card, your bill is considered paid on the day you call Customer Service. Please allow 5-7 business days for the payment to reach us via mail. Unless written instructions are received, partial payments will be applied to the oldest balance first. If any amount due under this Agreement is received by the Company after the payment due date or if any amount due is received by Company in funds not immediately available to Company on or before the payment due date, a finance charge will be assessed. The Company will also charge a Dishonored Payment Charge for payments not honored by the Customer's banking institution. Company may terminate this Agreement without notice to customer if Customer is in arrears in the payment of any undisputed amount which is due, according to state guidelines. Failure to remit payment to Digital Connections may result in disconnection of service. If service is disconnected due to non-payment and you wish to reconnect service, the past due amount must be paid or payment arrangements must be established and a Reconnection Charge must be paid before service will be restored.

9. **Credit Allowance for Interruption of Service:** The liability, if any, of Company arising out of or in any way connected with any defect, error, omission, delay, mistake, interruption, suspension or other failure in connection with furnishing services, facilities or maintenance, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected service for the time period during which the interruption occurred. The credit allowance for service interruption shall be calculated in accordance with the following formula. The Company shall not be liable, nor shall any credit be given to a Customer, for any interruption of service which is: 1) caused by the willfulness or negligence of the underlying interexchange or local exchange carrier, Customer, or any entity other than the Company; 2) due to the failure of equipment, systems or services provided by the Customer or any other entity other than the Company; or 3) during periods when the Customer elects to use the service on an impaired basis.

10. **Service Warranties:** Company warrants that its facilities, and the facilities for which Company contracts with other providers, are engineered and installed and that operations procedures are designed and implemented to provide communications services in accordance with prevailing standards for similar services, and that Company will undertake reasonable efforts to provide services hereunder in conformance with such standards. SUCH WARRANTIES AS EXPRESSLY SET FORTH IN THIS AGREEMENT ARE GIVEN AND ACCEPTED IN LIEU OF, AND COMPANY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Account Name \_\_\_\_\_

## TERMS AND CONDITIONS (continued)

11. **Limitation of Liability:** DIGITAL CONNECTIONS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE SUSPENSION, INTERRUPTION OR INSUFFICIENCY OF SUCH SERVICES. Any Digital Connections liability to Customer for any damages of any kind under this agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit under the governing tariff and/or price list. Remedies under this agreement are exclusive and limited to those expressly described herein.

12. **Liability of Customer:** In the event any claim, demand, lawsuit or liability is made or asserted against Company by any third party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of the Customer or others, then, and in such event, Customer shall indemnify, defend and hold harmless Company and its agents and representatives from and against all such claims, demands, causes of action and liability, including the payment of Company's reasonable attorneys' fees to defend such action. Additionally, the Customer shall reimburse Company for damages to Company's facilities caused by the negligence or willful act of the Customer, or resulting from the Customer's improper use of the Company's facilities or due to any malfunction of any facilities or equipment provided by any entity other than Company. Company will, upon reimbursement of damages, cooperate with Customer in prosecuting any claim against the person causing such damages and the Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

13. **Business Downtime:** If the Customer's business requires fewer number of circuits or quantity of services during the term of this Agreement, the reduction will be made without liability, as long as those services are not re-established with another provider.

14. **Force Majeure:** Company shall be excused for any failure, delay or interruption in performing its obligations hereunder that is due to causes or conditions beyond its control, including, without limitation, acts of God, elements, weather conditions, earthquakes, settlements, fire, accidents, sabotage, power failures, cable cuts, acts or omissions of governmental authorities (including regulatory authorities and courts), shortages of labor and material, acts of third parties for which Company is not responsible, injunctions, labor disputes of any kind (including those which affect Company or its contractors, suppliers or subcontractors), or any other conditions or circumstances, whether similar to or different from the foregoing, which is beyond the control of Company or which cannot be prevented or remedied by reasonable effort and at reasonable expense.

15. **Legal Compliance:** The parties agree that this Agreement will be carried out to compliance with all local, state and federal laws, regulations and decisions. To the extent there is a conflict between this Agreement and the terms and conditions outlined in Digital Connections' federal and state tariffs, the terms and conditions of Digital Connections' federal and state tariff will govern.

16. **Customer Service:** Digital Connections' Customer Service Center is available to answer questions and provide a description of Digital Connections' terms, conditions and charges. You may contact Customer Service at 1-888-303-6190.

17. **Responsibility of Customer:** Customers are responsible for all charges incurred on their account(s) regardless of fraud, theft or loss until such time as Digital Connections has received written notification from the Customer of such activity.

18. **Voice Mail:** Digital Connections' voice mail service requires the user to dial into our system to retrieve messages. Digital Connections does not provide "stutter tone" notification (a short string of interrupted tones when the handset is picked up) to notify users of new messages.

19. **Yellow Page Advertising** is a separate function from local telephone service. Digital Connections does not provide or support any yellow page advertisements. Customers should speak with their current advertising representative in order to maintain future listings. Digital Connections will handle the listing of each business in the White Pages, as well as directory assistance.

20. **Please Note:** Please allow ten to fourteen business days following the completion of the Letter of Authorization for your line(s) to be switched to Digital Connections. Following this time period, you may confirm that your lines have been switched to Digital Connections service by dialing 1-700-555-4141 from each of your lines. A recorded message will be played which states, "Message 4. Thank you for choosing Digital Connections as your long distance carrier. We are here to serve all your long distance needs. Message 4." This recording indicates that your line has been switched to Digital Connections. In select cases when Digital Connections utilizes the services of other carriers, the recording will indicate that service is provided by a carrier other than Digital Connections. In those cases, please contact Digital Connections Customer Service at 1-888-303-6190 to confirm that your line(s) have been switched to Digital Connections. In select states or areas where another carrier is utilized, monthly invoices will be sent by Digital Connections.

**Binding Terms and Conditions:** CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IN WITNESS THEROF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 23

### LIST OF OHIO EXHCANGES APPLICANT INTENDS TO SERVE

Digital Connections intends to provide service in the following Ohio exchanges

served by SBC and Verizon:

Athens	Gahanna	Martins Ferry	Woodsfield
Barlow	Grove City	Newport	Zanesville
Barnesville	Hilliard	Pomeroy	
Bellaire	Jackson	Portsmouth	
Cadiz	Lancaster	St. Clairsville	
Cambridge	Lowell	Steubenville	
Dublin	Lower Salem	Watertown	
Duffy	Marietta	Waverly	

**EXHIBIT 24**

**CLEC EXCHANGE LISTING FORM**

Company Name: Digital Connections, Inc.

Select Only SBC

dba: Digital Connections of Ohio, Inc.

Certificate Number:

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
SBC	ADAMS	Winchester	
SBC	ATHENS	Nelsonville	
SBC	BELMONT	Barnesville	X
SBC	BELMONT	Bellaire	X
SBC	BELMONT	Bethesda	
SBC	BELMONT	Martins Ferry-Bridgeport	X
SBC	BELMONT	Somerton	
SBC	BELMONT	St. Clairsville	X
SBC	BROWN	Aberdeen	
SBC	BROWN	Ripley	
SBC	BUTLER	Middletown	
SBC	BUTLER	Monroe	
SBC	BUTLER	Trenton	
SBC	CHAMPAIGN	Christiansburg	
SBC	CLARK	Donnelsville	
SBC	CLARK	Enon	
SBC	CLARK	Medway	
SBC	CLARK	New Carlisle	
SBC	CLARK	North Hampton	
SBC	CLARK	Pitchin	
SBC	CLARK	South Charleston	
SBC	CLARK	South Vienna	
SBC	CLARK	Springfield	
SBC	CLARK	Tremont City	
SBC	COLUMBIANA	Columbiana	
SBC	COLUMBIANA	East Liverpool	
SBC	COLUMBIANA	East Palestine	
SBC	COLUMBIANA	Leetonia	
SBC	COLUMBIANA	Lisbon	
SBC	COLUMBIANA	New Waterford	
SBC	COLUMBIANA	Rogers	
SBC	COLUMBIANA	Salem	
SBC	COLUMBIANA	Salineville	
SBC	COLUMBIANA	Wellsville	
SBC	COSHOCTON	Conesville	
SBC	COSHOCTON	Coshocton	
SBC	COSHOCTON	West Lafayette	
SBC	CUYAHOGA	Bedford	
SBC	CUYAHOGA	Berea	
SBC	CUYAHOGA	Brecksville	
SBC	CUYAHOGA	Chagrin Falls	
SBC	CUYAHOGA	Cleveland	
SBC	CUYAHOGA	Gates Mills	
SBC	CUYAHOGA	Hilicrest	
SBC	CUYAHOGA	Independence	



SBC	CUYAHOGA	Montrose [CUY]
SBC	CUYAHOGA	North Royalton
SBC	CUYAHOGA	Olmsted Falls
SBC	CUYAHOGA	Strongsville
SBC	CUYAHOGA	Terrace
SBC	CUYAHOGA	Trinity
SBC	CUYAHOGA	Victory
SBC	ERIE	Bloomington
SBC	ERIE	Castalia
SBC	ERIE	Sandusky
SBC	FAIRFIELD	Carroll
SBC	FAIRFIELD	Lancaster
SBC	FAIRFIELD	Rushville
SBC	FAIRFIELD	Sugar Grove
SBC	FAYETTE	Bloomington
SBC	FAYETTE	Jeffersonville
SBC	FAYETTE	Milledgeville
SBC	FAYETTE	Washington Court House
SBC	FRANKLIN	Alton
SBC	FRANKLIN	Canal Winchester
SBC	FRANKLIN	Columbus
SBC	FRANKLIN	Dublin
SBC	FRANKLIN	Gahanna
SBC	FRANKLIN	Grove City
SBC	FRANKLIN	Groveport
SBC	FRANKLIN	Harrisburg
SBC	FRANKLIN	Hilliard
SBC	FRANKLIN	Lockbourne
SBC	FRANKLIN	New Albany
SBC	FRANKLIN	Reynoldsburg
SBC	FRANKLIN	Westerville
SBC	FRANKLIN	Worthington
SBC	GALLIA	Cheshire
SBC	GALLIA	Gallipolis
SBC	GALLIA	Guyan
SBC	GALLIA	Rio Grande
SBC	GALLIA	Vinton
SBC	GALLIA	Walnut
SBC	GEAUGA	Burton
SBC	GEAUGA	Chesterland
SBC	GREENE	Beavercreek
SBC	GREENE	Bellbrook
SBC	GREENE	Bowersville
SBC	GREENE	Cedarville
SBC	GREENE	Fairborn
SBC	GREENE	Jamestown
SBC	GREENE	Spring Valley
SBC	GREENE	Xenia
SBC	GREENE	Yellow Springs-Clifton
SBC	HANCOCK	Findlay
SBC	HIGHLAND	Belfast

X

X

X

X

X

SBC	HIGHLAND	Danville [HIG]	
SBC	HIGHLAND	Hillsboro	
SBC	HIGHLAND	Marshall	
SBC	HIGHLAND	Rainsboro	
SBC	HIGHLAND	Sugar Tree Ridge	
SBC	HOCKING	Murray City	
SBC	JEFFERSON	Mingo Junction	
SBC	JEFFERSON	Steubenville	X
SBC	JEFFERSON	Toronto	
SBC	LAKE	Leroy	
SBC	LAKE	Mentor	
SBC	LAKE	Painesville	
SBC	LAKE	Wickliffe	
SBC	LAKE	Willoughby	
SBC	LAWRENCE	Arabia	
SBC	LAWRENCE	Ironton	
SBC	LUCAS	Holland	
SBC	LUCAS	Maumee	
SBC	LUCAS	Toledo	
SBC	LUCAS	Whitehouse	
SBC	MADISON	London	
SBC	MADISON	Sedalia	
SBC	MADISON	South Solon	
SBC	MADISON	West Jefferson	
SBC	MAHONING	Canfield	
SBC	MAHONING	Lowellville	
SBC	MAHONING	North Jackson	
SBC	MAHONING	North Lima	
SBC	MAHONING	Sebring	
SBC	MAHONING	Youngstown	
SBC	MIAMI	Fletcher-Lena	
SBC	MIAMI	Piqua	
SBC	MONROE	Beallsville	
SBC	MONROE	Clarrington	
SBC	MONROE	Duffy	X
SBC	MONROE	Graysville	
SBC	MONROE	Lewisville	
SBC	MONROE	Woodfield	X
SBC	MONTGOMERY	Centerville [MOT]	
SBC	MONTGOMERY	Davton	
SBC	MONTGOMERY	Miamisburg-W. Carrollton	
SBC	MONTGOMERY	Vandalia	
SBC	MUSKINGUM	Dresden	
SBC	MUSKINGUM	Fultonham	
SBC	MUSKINGUM	Norwich	
SBC	MUSKINGUM	Philo	
SBC	MUSKINGUM	Zanesville	X
SBC	PERRY	Coming	
SBC	PERRY	Glenford	
SBC	PERRY	New Lexington	
SBC	PERRY	Roseville	

SBC	PERRY	Shawnee
SBC	PERRY	Somerset
SBC	PERRY	Thornville
SBC	PICKAWAY	New Holland
SBC	PORTAGE	Atwater
SBC	PORTAGE	Kent
SBC	PORTAGE	Mantua
SBC	PORTAGE	Mogadore
SBC	PORTAGE	Ravenna
SBC	PORTAGE	Rootstown
SBC	SANDUSKY	Fremont
SBC	SANDUSKY	Lindsey
SBC	SENECA	Fostoria
SBC	SENECA	New Riegel
SBC	SENECA	Tiffin
SBC	STARK	Alliance
SBC	STARK	Canal Fulton
SBC	STARK	Canton
SBC	STARK	Hartville
SBC	STARK	Louisville
SBC	STARK	Magnolia-Waynesburg
SBC	STARK	Marlboro
SBC	STARK	Massillon
SBC	STARK	Navarre
SBC	STARK	North Canton
SBC	STARK	Uniontown
SBC	SUMMIT	Akron
SBC	SUMMIT	Greensburg
SBC	SUMMIT	Manchester [SUM]
SBC	TRUMBULL	Girard
SBC	TRUMBULL	Hubbard
SBC	TRUMBULL	Kirtland
SBC	TRUMBULL	Niles
SBC	TRUMBULL	Sharon
SBC	TUSCARAWAS	Gnadenhutten
SBC	TUSCARAWAS	Newcomerstown
SBC	TUSCARAWAS	Uhrichsville
SBC	WARREN	Franklin
SBC	WASHINGTON	Belpre
SBC	WASHINGTON	Marietta
SBC	WASHINGTON	New Matamoras
SBC	WASHINGTON	Newport
SBC	WAYNE	Dalton
SBC	WOOD	Perrysburg
SBC	WYANDOT	Upper Sandusky

X

X

Company Name: Digital Connections, Inc.  
 dba: Digital Connections of Ohio, Inc.  
 Certificate Number:

Select Only Verizon North

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
Verizon North	ADAMS	Manchester [ADA]	
Verizon North	ADAMS	Peebles	
Verizon North	ADAMS	Seaman	
Verizon North	ADAMS	West Union	
Verizon North	ALLEN	Spencerville	
Verizon North	ASHLAND	Ashland	
Verizon North	ASHLAND	Hayesville	
Verizon North	ASHLAND	Loudonville	
Verizon North	ASHLAND	Perrysville	
Verizon North	ASHLAND	Polk	
Verizon North	ASHLAND	Redhaw	
Verizon North	ASHLAND	Savannah	
Verizon North	ATHENS	Albany	
Verizon North	ATHENS	Amesville	
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	
Verizon North	ATHENS	New Marshfield	
Verizon North	ATHENS	Shade	
Verizon North	ATHENS	The Plains	
Verizon North	AUGLAIZE	Minster	
Verizon North	AUGLAIZE	New Bremen	
Verizon North	AUGLAIZE	St. Marys	
Verizon North	BELMONT	Flushing	
Verizon North	BROWN	Decatur	
Verizon North	BROWN	Georgetown	
Verizon North	BROWN	Hamersville	
Verizon North	BROWN	Higginsport	
Verizon North	BROWN	Mount Orab	
Verizon North	BROWN	Russellville	
Verizon North	BROWN	Sardinia	
Verizon North	BUTLER	Morning Sun	
Verizon North	BUTLER	Oxford	
Verizon North	CARROLL	Carrollton	
Verizon North	CARROLL	Delroy	
Verizon North	CARROLL	Harlem Springs	
Verizon North	CARROLL	Malvern	
Verizon North	CARROLL	Mechanicstown	
Verizon North	CHAMPAIGN	Mechanicsburg	
Verizon North	CHAMPAIGN	Woodstock	
Verizon North	CLARK	Catawba	
Verizon North	CLERMONT	Felicity	
Verizon North	CLINTON	Blanchester	
Verizon North	CLINTON	Clarksville	
Verizon North	CLINTON	Martinsville	
Verizon North	CLINTON	New Burlington	

Verizon North	CLINTON	New Vienna	
Verizon North	CLINTON	Port William	
Verizon North	CLINTON	Sabina	
Verizon North	CLINTON	Wilmington	
Verizon North	COLUMBIANA	East Rochester	
Verizon North	COLUMBIANA	Hanoverton	
Verizon North	COLUMBIANA	North Georgetown	
Verizon North	COLUMBIANA	Winona	
Verizon North	COSHOCTON	Cooperdale	
Verizon North	COSHOCTON	Warsaw	
Verizon North	CRAWFORD	Crestline	
Verizon North	CRAWFORD	Galion	
Verizon North	CRAWFORD	New Washington	
Verizon North	DARKE	North Star	
Verizon North	DARKE	Yorkshire	
Verizon North	DEFIANCE	Hicksville	
Verizon North	DEFIANCE	Ney	
Verizon North	DELAWARE	Ashley	
Verizon North	DELAWARE	Cheshire Center	
Verizon North	DELAWARE	Delaware	
Verizon North	DELAWARE	Kilbourne	
Verizon North	DELAWARE	Ostrander	
Verizon North	DELAWARE	Radnor	
Verizon North	DELAWARE	Rathbone	
Verizon North	ERIE	Berlin Heights	
Verizon North	ERIE	Huron	
Verizon North	ERIE	Kelleys Island	
Verizon North	ERIE	Milan	
Verizon North	FAIRFIELD	Amanda	
Verizon North	FAIRFIELD	Baltimore	
Verizon North	FAIRFIELD	Bremen	
Verizon North	FAIRFIELD	Millersport	
Verizon North	FAIRFIELD	Pleasantville	
Verizon North	FULTON	Fayette	
Verizon North	GUERNSEY	Byesville	
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	
Verizon North	HANCOCK	Jenera	
Verizon North	HANCOCK	McComb	
Verizon North	HANCOCK	Mount Blanchard	
Verizon North	HANCOCK	Rawson	
Verizon North	HANCOCK	Van Buren	
Verizon North	HARDIN	Forest	
Verizon North	HARRISON	Bowerston	
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	
Verizon North	HARRISON	Jewett	
Verizon North	HARRISON	Scio	
Verizon North	HIGHLAND	Greenfield	
Verizon North	HIGHLAND	Leesburg	
Verizon North	HIGHLAND	Lynchburg	
Verizon North	HIGHLAND	Mowrystown	

Verizon North	HIGHLAND	Sinking Spring	
Verizon North	HOCKING	Laurelville	
Verizon North	HOCKING	Logan	
Verizon North	HOLMES	Berlin	
Verizon North	HOLMES	Lakeville	
Verizon North	HURON	Bellevue	
Verizon North	HURON	Greenwich	
Verizon North	HURON	Monroeville	
Verizon North	HURON	New London	
Verizon North	HURON	Norwalk	
Verizon North	HURON	Wakeman	
Verizon North	HURON	Willard	
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	
Verizon North	JACKSON	Wellston	
Verizon North	JEFFERSON	Adena	
Verizon North	JEFFERSON	Amsterdam	
Verizon North	JEFFERSON	Bergholz	
Verizon North	JEFFERSON	Brilliant	
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	
Verizon North	JEFFERSON	Knoxville	
Verizon North	JEFFERSON	Richmond	
Verizon North	JEFFERSON	Smithfield	
Verizon North	JEFFERSON	Tiltonsville	
Verizon North	LAWRENCE	Chesapeake	
Verizon North	LORAIN	Grafton	
Verizon North	LORAIN	North Eaton	
Verizon North	LORAIN	Oberlin	
Verizon North	LORAIN	Wellington	
Verizon North	LUCAS	Curtice-Oregon	
Verizon North	LUCAS	Sylvania	
Verizon North	MADISON	Resaca	
Verizon North	MARION	Green Camp	
Verizon North	MARION	Larue	
Verizon North	MARION	Marion	
Verizon North	MARION	Morral	
Verizon North	MARION	Prospect	
Verizon North	MARION	Waldo	
Verizon North	MEDINA	Brunswick	
Verizon North	MEDINA	Chatham	
Verizon North	MEDINA	Homerville	
Verizon North	MEDINA	Lodi	
Verizon North	MEDINA	Medina	
Verizon North	MEDINA	Seville	
Verizon North	MEDINA	Sharon Center	
Verizon North	MEDINA	Spencer	
Verizon North	MEDINA	Valley City	
Verizon North	MEDINA	Wadsworth	
Verizon North	MEDINA	Westfield Center	
Verizon North	MEIGS	Letart Falls	
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	

Verizon North	MERCER	Celina	
Verizon North	MERCER	Coldwater	
Verizon North	MERCER	Fort Recovery	
Verizon North	MERCER	Maria Stein	
Verizon North	MERCER	Mendon	
Verizon North	MIAMI	Laura	
Verizon North	MIAMI	Tipp City	
Verizon North	MIAMI	Troy	
Verizon North	MIAMI	West Milton	
Verizon North	MONTGOMERY	Brookville	
Verizon North	MONTGOMERY	Englewood	
Verizon North	MONTGOMERY	Farmersville	
Verizon North	MONTGOMERY	Liberty	
Verizon North	MONTGOMERY	New Lebanon	
Verizon North	MONTGOMERY	Phillipsburg	
Verizon North	MONTGOMERY	Trotwood	
Verizon North	MUSKINGUM	New Concord	
Verizon North	NOBLE	Calowell	
Verizon North	NOBLE	Dexter City	
Verizon North	NOBLE	Summerfield	
Verizon North	OTTAWA	Elmore	
Verizon North	OTTAWA	Genoa	
Verizon North	OTTAWA	Marblehead	
Verizon North	OTTAWA	Oak Harbor	
Verizon North	OTTAWA	Port Clinton	
Verizon North	OTTAWA	Put-In-Bay	
Verizon North	PAULDING	Antwerp	
Verizon North	PAULDING	Payne	
Verizon North	PICKAWAY	Ashville	
Verizon North	PICKAWAY	Circleville	
Verizon North	PICKAWAY	Williamsport	
Verizon North	PIKE	Beaver	
Verizon North	PIKE	Idaho	
Verizon North	PIKE	Piketon	
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	
Verizon North	PREBLE	Gratis	
Verizon North	PREBLE	Lewisburg	
Verizon North	PREBLE	West Alexandria	
Verizon North	RICHLAND	Plymouth	
Verizon North	SANDUSKY	Clyde	
Verizon North	SANDUSKY	Gibsonburg	
Verizon North	SANDUSKY	Heena	
Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	
Verizon North	SENECA	Bettsville	
Verizon North	SENECA	Bloomville	
Verizon North	SENECA	Republic	
Verizon North	STARK	Beach City	
Verizon North	STARK	Brewster	
Verizon North	STARK	Minerva	
Verizon North	STARK	Paris	

Verizon North	STARK	Wilmot	
Verizon North	SUMMIT	Montrose [SUM]	
Verizon North	TUSCARAWAS	Baltic	
Verizon North	TUSCARAWAS	Bolivar	
Verizon North	TUSCARAWAS	Mineral City	
Verizon North	TUSCARAWAS	New Philadelphia	
Verizon North	TUSCARAWAS	Strasburg	
Verizon North	TUSCARAWAS	Sugarcreek	
Verizon North	UNION	Plain City	
Verizon North	UNION	Richwood	
Verizon North	VAN WERT	Convoy	
Verizon North	VAN WERT	Ohio City	
Verizon North	VAN WERT	Scott	
Verizon North	VAN WERT	Willshire-Wren	
Verizon North	VINTON	McArthur	
Verizon North	VINTON	Wilkesville	
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	
Verizon North	WAYNE	Congress	
Verizon North	WAYNE	Creston	
Verizon North	WAYNE	West Salem	
Verizon North	WILLIAMS	Bryan	
Verizon North	WILLIAMS	Edgerton	
Verizon North	WILLIAMS	Edon	
Verizon North	WILLIAMS	Evansport	
Verizon North	WILLIAMS	Montpelier	
Verizon North	WILLIAMS	Pioneer	
Verizon North	WILLIAMS	West Unity	
Verizon North	WOOD	Bowling Green	
Verizon North	WOOD	Grand Rapids	
Verizon North	WOOD	Haskins-Tontogany	
Verizon North	WOOD	North Baltimore	
Verizon North	WOOD	Pemberville	
Verizon North	WOOD	Wayne-Bradner	
Verizon North	WOOD	Weston	
Verizon North	WYANDOT	Carey	
Verizon North	WYANDOT	Harster	
Verizon North	WYANDOT	Nevada	
Verizon North	WYANDOT	Wharton	