

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 Nova Telephone
Company to

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TRF Docket No. 90-5030-TP-TRF _____

Case No. 16 - 1116 - **TP** - COI

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

Name of Registrant(s) Nova Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 255 Township Road 791 Nova, Ohio 44859

Company Web Address _____

Regulatory Contact Person(s) Charles D. Mattingly, Jr.

Phone 903-663-0099

Fax 713-634-2643

Regulatory Contact Person's Email Address Charlie@kclenterprises.net

Contact Person for Annual Report Charles D. Mattingly, Jr.

Phone 903-663-0099

Address (if different from above) P O Box 733 Judson, Texas 75660

Consumer Contact Information Kimberly Starr

Phone 903-663-0099

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 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

Carrier Type <input checked="" type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input 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)
Other* (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"/>
Date Notice Sent:				

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 checked="" 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	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (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 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (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 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<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, Charles D. Mattingly Jr., am an officer/agent of the applicant corporation,
Nova Telephone Company, and I am authorized to make this statement on its

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) 12/5/2016

at (Location) Longview, Texas

*(Signature and Title)  (Date) 12/5/2016

- *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, Charles D. Mattingly, Jr. 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)  (Date) 12/5/2016

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

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

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

Or

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

Exhibit A

Original Tariff Sheet

THE NOVA TELEPHONE COMPANY

ORIGINAL TITLE SHEET

P.U.C.O. NO. 5

THE NOVA TELEPHONE COMPANY

TELEPHONE SERVICE TARIFF

Note: This tariff cancels and supersedes all previous tariffs on The Nova Telephone Company.

P.U.C.O. No. 5
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SECTION 5:	INTRALATA PRESUBSCRIPTION

PUCO No. 5
PREFACE

EXPLANATION OF SYMBOLS

A. EXPLANATION OF SYMBOLS

1. (C)- To signify **changed** regulations
2. (D)- To signify **discontinued** rate or regulation
3. (I)- To signify **increased** rate
4. (N)- To signify **new** rate or regulation
5. (R)- To signify **reduced** rate
6. (S)- To signify **reissued** matter
7. (T)- To signify a change in **text**, but no change in rate or regulation

GENERAL EXCHANGE SERVICE TARIFF
P.U.C.O. No. 5

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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

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Emergency Services Calling Plan	5	3	15
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GENERAL EXCHANGE SERVICE TARIFF
P.U.C.O. No. 5

SUBJECT	TARIFF	SECTION	SHEET	
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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

SUBJECT	TARIFF	SECTION	SHEET
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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

SUBJECT	TARIFF	SECTION	SHEET
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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

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GENERAL EXCHANGE SERVICE TARIFF
PUCO No. 5

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PUCO NO. 5
LOCAL EXCHANGE TARIFF
NOVA EXCHANGE RATES

The following identified service rates entitle the subscribers of telephone service to call, without additional charge, the subscribers of the Nova Exchange and Sullivan Exchange of The Nova Telephone Company. In addition, the subscribers are authorized two-way, nonoptional, flat-rate extended area service between The Nova Telephone Company and the Ashland Exchange of Verizon North Inc.

The following listed rates for local exchange telephone service shall apply within the exchange area as depicted on The Nova Telephone Company Exchange Map (Section 1, Sheet No. 3 P.U.C.O. No. 4, Local Exchange Tariff).

CLASS OF SERVICE	EXCHANGE ACCESS CHARGE	COIN SUPERVISION CHARGE
One Party Business	\$24.25	
One Party Residence	\$18.05	
One Party Coin Operated Telephone	\$24.25	\$7.20

PUCO NO. 5
LOCAL EXCHANGE TARIFF
SULLIVAN EXCHANGE RATES

The following identified service rates entitle the subscribers of telephone service to call, without additional charge, the subscribers of the Sullivan Exchange and Nova Exchange of The Nova Telephone Company and the Polk Exchange of Verizon North Inc. In addition, the subscribers are authorized two-way, nonoptional, flat-rate extended area service between The Nova Telephone Company and the Ashland Exchange of Verizon North Inc.

The following listed rates for local exchange telephone service shall apply within the exchange area as depicted on The Nova Telephone Company Exchange Map (Section 1, Sheet No. 3 P.U.C.O. No. 4, Local Exchange Tariff).

CLASS OF SERVICE	EXCHANGE ACCESS CHARGE	COIN SUPERVISION CHARGE
One Party Business	\$25.25 (C)	
One Party Residence	\$17.80 (C)	
One Party Coin Operated Telephone	\$25.25 (C)	\$7.20

PUCO NO. 5
LOCAL EXCHANGE TARIFF

EXTENDED LOCAL CALLING SERVICE (ELCS)

1. DESCRIPTION

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

POCO NO. 5
GENERAL EXCHANGE TARIFFS

NON-RECURRING SERVICE & EQUIPMENT OFFERINGS

The following charges shall apply on a non-recurring basis: Charge

Service Connection

- | | | |
|-----|---|---------|
| (a) | Service Order Charge
Applicable upon customer's initial request for service. | \$15.00 |
| (b) | Central Office Connection Charge | |
| | (1) For new installations | \$30.00 |
| | (2) Where service was previously established at new customer's location | \$20.00 |

Customers who request new service where service has never previously existed will be charged the \$15.00 Service Order Charge and the \$30.00 Central Office Connection Charge for new installations.

Customers who establish new service at a location where service previously existed will be charged the \$15.00 Service Order Charge and the \$20.00 Central Office Connection Charge.

The \$10.00 Subsequent Service Order Charge applies to customers who add a new feature to their service.

P.U.C.O. NO. 5
General Exchange

BASIC TELEPHONE ASSISTANCE

II. LIFELINE/LINK UP REQUIREMENTS

A. General

1. Lifeline shall be a flat-rate, monthly, primary access line service with touch-tone service or any other packages/bundles of service, if available to customers, less the lifeline discount and shall provide all of the following:
 - (a) A recurring discount to the monthly basic local exchange service rate that provides for the maximum contribution of federally available assistance;
 - (b) Not more than once per customer at a single address in a twelve-month period, a waiver of all nonrecurring service order charges for establishing service;
 - (c) Free blocking of toll service, 900 service and 976 service;
 - (d) A waiver of the federal universal service fund end user charge;
 - (e) A waiver of the telephone company's service deposit requirement.

B. Regulations

1. Lifeline Assistance is available to residential customers who are currently participating in one of the following federal or state low-income assistance programs that limit assistance based on household income:
 - (a) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid) or any state program that might supplant Medicaid;
 - (b) Supplemental Nutritional Assistance Program (SNAP/food Stamps);
 - (c) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (d) Supplemental Security Insurance -blind and disabled (SSDI);
 - (e) Federal public housing assistance, or Section 8;
 - (f) Home Energy Assistance Programs (HEAP, LIHEAP, E-HEAP);

P.U.C.O. NO. 5
General Exchange

II. LIFELINE/LINK UP REQUIREMENTS (Con't)

- (g) National School Lunch Program's Free Lunch Program (NSL);
 - (h) Temporary Assistance for Needy Families (TANF/Ohio Works); or
 - (i) General Assistance (including disability assistance (DA)).
- 2. Lifeline Assistance is available to residential customers whose total household income is at or below one-hundred fifty percent (150%) of the federal poverty level.
 - 3. The Telephone Company shall require, as proof of eligibility for Lifeline Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section ## B.1., above; identifying the specific program or programs from which the customer receives benefits and agree to notify the carrier if the customer ceases to participate in such program or programs. If a customer is applying for Lifeline based on income Section ## B.5.a-g for examples of income documentation.
 - 4. The Telephone Company must verify Lifeline service eligibility for customers who qualify through household income-based requirements consistent with the FCC requirements in 47 C.F.R. 54.
 - 5. Consistent with federal law, examples of acceptable income documentation includes the following:
 - (a) State or federal income tax return;
 - (b) Current income statement or W-2 from an employer;
 - (c) Three consecutive months of current pay stubs;
 - (d) Social security statement of benefits;
 - (e) Retirement/Pension statement of benefits;
 - (f) Unemployment/Workmen's Compensation statement of benefits;
 - (g) Any other legal document that would show current income (such as a divorce decree or child support document).

P.U.C.O. NO. 5
General Exchange

II. LIFELINE/LINK UP REQUIREMENTS (Con't)

6. Customers qualifying for Lifeline with past due bills for regulated local service charges shall be offered special payment arrangements with the initial payment not to exceed \$25.00 before service is installed, with the balance for regulated local charges to be paid over six equal monthly payments. Lifeline service customers with past due bills for toll service charges shall have toll restricted service until such past due toll service charges have been paid or until the customer establishes service with a subsequent toll provider.
7. All other aspects of the state-specific lifeline service shall be consistent with the federal requirements. The rates, terms, and conditions for lifeline service shall be tariffed in accordance with Rule 4901: 1-6-11 of the Administrative Code.
8. The Telephone Company shall provide written notification to the customer applying for Lifeline service that is determined ineligible for Lifeline service and shall provide an additional 30 days to prove eligibility.
9. The Telephone Company shall provide written customer notification if a customer's Lifeline service benefits are to be terminated due to failure to submit acceptable documentation for continued eligibility for that assistance. The Lifeline customer shall have an additional sixty (60) days to submit acceptable documentation of continued eligibility or dispute the findings regarding termination of benefits.
10. The Telephone Company shall establish procedures to verify an individual's continuing Lifeline eligibility for both program and income based criteria consistent with the FCC's requirements in 47 C.F.R. 54.409-54410.

C. Enrollment Process

1. Existing Customers
2. New Customers

D. Income Eligibility

1. The Telephone Company must verify through acceptable documentation that a customer qualifies for Lifeline Assistance. Such verification must be performed within 60 days of a customer's service establishment. Examples of income documentation are identified in Section ## B.5.a-g.
2. Regardless of when the Company completes the verification process Lifeline benefits shall go back to the date the qualified customer established Lifeline.

P.U.C.O. NO. 5
General Exchange

II. LIFELINE/LINK UP REQUIREMENTS (Cont.)

3. The Telephone Company shall provide written notification to customers that do not qualify for Lifeline Assistance. The notice shall give the customer an additional 30-day opportunity to prove eligibility or dispute the company's determination. **Such notice shall be given at least 30 days prior to the date the company intends to terminate the Lifeline benefits.**
4. Written notification must include: 1) the earliest date termination of Lifeline benefits will occur if the customer has been receiving the benefits or the last date the customer has to provide documentation to prove eligibility to receive the benefits; 2) the reason(s) for termination of Lifeline benefits and any actions which the customer must take to demonstrate continued eligibility; 3) contact information for the Telephone Company; and 4) a statement explaining who customers may contact in the event of a dispute.
5. If a customer disagrees with a company's findings regarding eligibility for Lifeline Assistance, the customer may file an informal/formal complaint with the Public Utilities Commission of Ohio.

E. Verification for Continued Eligibility

1. The Telephone Company must notify customers at least 60 days prior to the company's pending termination of the customer's Lifeline Assistance if the customer fails to submit acceptable documentation for continued eligibility for benefits. Such notice will be separate from the bill and will include: 1) the earliest date termination of Lifeline benefits would occur; 2) the reason(s) for termination of Lifeline benefits and any actions which the customer must take to demonstrate continued eligibility; 3) contact information for the Telephone Company; and 4) a statement explaining who customers may contact in the event of a dispute.
2. Should a customer fail to submit proper documentation within the 60 day period, the Telephone Company will...

P.U.C.O. NO. 5
GENERAL EXCHANGE TARIFFS

PER CALL NUMBER PRIVACY

GENERAL

- A. Customers may prevent the disclosure of their telephone number when placing calls to a party with service that reveals the calling party's number, by subscribing to Per Call Number Privacy.

DESCRIPTION

- A. Per Call Number Privacy

Per Call Number Privacy enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing a preassigned access code before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number.

P.U.C.O. NO. 5
GENERAL EXCHANGE TARIFFS

REGULATIONS

- A. Per Call Number Privacy will be provided on a universal basis to all eligible customers. Per Line Number Privacy will not be available to public service customers.
- B. Telemarketers are prohibited from blocking the disclosure of their telephone number when placing calls. Upon receiving complaints that a telemarketer is blocking the disclosure of its telephone number, the Company will investigate the complaints and terminate the number privacy service where appropriate.

RATES AND CHARGES

Per Call Number Privacy will be provided at the applicable rates.

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE TARIFF

OTHER RATES AND REGULATIONS

Per Call Number Privacy

		Monthly	
		Business	Residence
1.	Per Call Number Privacy (provided automatically to each line)	N/C	N/C

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE TARIFF

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

A. GENERAL

1. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code ("811 Service") is a nationwide toll-free number to be used by state "One Call" notification systems for providing advanced notice of excavation activities to underground facility operators. Pursuant to PUCO Case No. 05-1306-TP-COI, 811 Service shall be made available within Ohio by May 14, 2007.
2. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.
3. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company's service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
4. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers' service plans include such charges.
5. The 811 Service is not available for the following classes of service: inmate service, 1+ and O+ calling, 0- operator assisted calling and 101: XX: XX calling. 811 Service is otherwise available wherever local service is accessible.

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE TARIFF

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)

B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER

1. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
2. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
 - a. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a number change charge as set forth in Section F. below.
 - b. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
 - c. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.
3. Local Calling for Company Subscribers
 - a. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
 - b. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
4. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
5. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE Tariff

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)

B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER
(continued)

6. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
7. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
8. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
9. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.
10. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
11. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
12. The 811 Provider must work separately with CLECs operating and serving customers in the Company's exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE TARIFF

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)

C. OBLIGATIONS OF THE COMPANY

1. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
2. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
3. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
4. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider-established call centers.
5. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

D. LIABILITY

1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE TARIFF

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)

D. LIABILITY (continued)

2. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
3. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
4. The Commission's local assignment and the 811 Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
5. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

E. OTHER TERMS AND CONDITIONS

1. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described elsewhere in this Tariff.
2. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.
3. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

P.U.C.O. NO. 5
GENERAL EXCHANGE SERVICE TARIFF

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)

F. RATES & CHARGES

1. A Central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
 - a. When a Company exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that exchange.
 - b. If the 811 Provider establishes 811 Service in multiple Company exchanges serviced by the same host central office, only one Central Office Charge applies.
2. A Number Change Charge applies when the 811 Provider establishes service or applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.
3. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Order Charges will apply.
4. Rates:

	Nonrecurring Charge
Central Office Charge *	\$30.00
Number Change Charge (per Telephone Number)	\$40.00
Service Order Charge	\$15.00

* The Central Office Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein are in addition to those contained in the Local Exchange Service Tariffs and apply to basic local exchange service furnished by The Nova Telephone Company, herein referred to as the Telephone Company or Company.

In the event of a conflict between any rates, rules, regulations or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the other sections of this Telephone Service Tariff, the rate, rule, regulation or provision contained in the specific section of this tariff shall prevail.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

The Telephone Company's obligation to furnish exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities to provide service.

2. Directory Errors and Omissions

The Telephone Company, except as provided herein, shall not be liable for damages claimed on account of, or errors in, or omissions from its directories, nor for the result of the publication of such errors in the directory, nor will the Telephone Company be a party to controversies arising between subscribers or others as a result of listing published numbers in the directories.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)**3. Transmitting Messages**

The Telephone Company does not transmit messages but offers the use of its facilities for communication between patrons. If because of the transmission difficulties, the operator, in order to accommodate the subscriber, repeats messages, she is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstanding that may arise between the subscribers because of errors.

4. Use of Connecting Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible for any action of the Connecting Company.

5. Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on the subscriber's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the subscriber's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS
GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES**1. Ownership and Use of Equipment**

Equipment and lines, not including inside wire, furnished by the Telephone Company on the premises of a subscriber are the property of the Telephone Company. The Company, its agents, or its employees shall have the right to enter upon a subscriber's premises during normal working hours only as may be required to make repairs to its equipment or to otherwise remove the source of emergency conditions that are, or that the Company has reason to expect soon will be, endangering the safety, health, or welfare of Company employees or of other persons, or the safety of component parts of the Company's system or equipment.

If visitation to the customer's premise is sought for any other purpose, such visitation shall preferable be prearranged by telephone, however, if such permission is not feasible, the Company's agent or employee seeking entrance to the subscriber's premises shall approach a responsible adult member of the household, shall identify himself to such person's Satisfaction, and shall state the reason for his proposed visitation. Entrance shall not be gained by force or subterfuge or by approach to a child or other irresponsible person. The Company shall be responsible for any damage to the subscriber's property arising from such visitation, whether such visitation is negligently, willfully, or inadvertently caused.

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Telephone Company may refuse to install and maintain such service and if such service is furnished, may require the subscriber to install and maintain such service and may also require the subscriber to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

2. Authorized Attachments and Connections

Subscriber-provided equipment and facilities may be attached to or connected with facilities furnished by the Telephone Company, subject to the provisions set forth under Section 6 of this Tariff entitled "Connections with Certain Facilities Provided by Subscribers".

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

3. Use of Subscriber Service

Subscriber telephone service, as distinguished from public and semi-public telephone service, is furnished only for use by the subscriber, his family, employees or business associates, or persons residing in the subscriber's household, except as the use of the service may be extended to persons temporarily subleasing a subscriber's residential premises. The Telephone Company has the right to refuse to install subscriber service or to permit such service to remain on premises of a public or semi-public character when the instrument is so located that the public in general or patrons of the subscriber may make use of the service. At such locations, however, service may be installed, provided the instrument is so located that it is not accessible for public use.

4. Misuse of Facilities

The Telephone Company may discontinue telephone service, after notification, to any individual, partnership, association or corporation, who by the use of the facilities furnished by the Telephone Company uses or permits to be used for the following fraudulent purposes:

- a. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
- b. the use of the service for any purpose other than as a means of communication;
- c. the use of the service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge;
- d. the obtaining or attempting to obtain, or assisting another to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for service;

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

4. Misuse of Facilities (Continued)

- e. causing or allowing Telephone Company equipment to be tampered with, damaged or destroyed through negligence.

When service is restored after denial, the Telephone Company will make a pro rata allowance at the scheduled rate for the service denied for the entire period of denial.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

Application for service shall constitute a contract when accepted verbally or in writing by the Company or upon the establishing of service. The initial minimum contract period for exchange service is one (1) month from the date service is established unless otherwise specified herein or elsewhere in the Telephone Company tariff.

2. Advance Payments

Applicants for service involving special construction may be required to make an advance payment. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)**3. Payment for Service**

The subscriber is required to pay all charges for exchange service and facilities in accordance with provisions contained in Section 2.

The subscriber is held responsible for all charges for telephone service rendered at his telephone.

4. Maintenance and Repair

All ordinary expense of maintenance and repairs, unless otherwise specified in the Telephone Company's Tariff, is borne by the Telephone Company. The subscriber agrees to take good care of all the accessories connected therewith. In case of loss of, damage to, or destruction of any of the Company's accessories, not due to ordinary wear and tear, the subscriber is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the subscriber. Subscribers may not rearrange, disconnect, and remove any apparatus or wiring up to and including the protector owned by the Telephone Company, except upon the written consent of the Telephone Company.

E. TELEPHONE DIRECTORIES**1. Distribution**

The Telephone Company will furnish to its subscribers without charge one directory per main station service. Directories for each subscriber for extension station will be furnished without charge only upon the customer's request. Other directories of the Telephone Company will be furnished at the discretion of the Telephone Company at the charge of \$1.50.

2. Ownership and Use

Directories regularly furnished to subscribers are the property of the Telephone Company, are loaned to subscribers only as an aid to the use of the telephone service, and are to be returned to the Telephone Company upon request. The Telephone Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in the possession of the subscriber.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

APPLICATION OF BUSINESS AND RESIDENCE RATES**F. BUSINESS RATES APPLY AT THE FOLLOWING LOCATIONS:**

1. In offices, stores, factories, mines and all other places of a strictly business nature.
2. In boarding houses, except as noted under B-2, offices of hotels, hall and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, churches, hospitals, libraries and other similar institutions.
3. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
4. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under B-3 below.

G. RESIDENCE RATES APPLY AT THE FOLLOWING LOCATIONS:

1. In Private residences where business listings are not provided.
2. In Private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
3. In the place of residence of a clergyman or nurse, and in the place of residence of a physician, surgeon or other medical practitioner, dentist or veterinarian, provided the subscriber does not maintain an office in the residence.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES**A. GENERAL**

1. Lines will be extended in accordance with provisions specified in paragraphs D-1, 2, 3, Line Extensions, of this Tariff.
2. Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:
 - a. The facilities are provided in remote or undeveloped sections within the exchange area.
 - b. Conditions require the provisions of special equipment of unusual methods of plant construction, installation or maintenance.
 - c. The customer's location requires the use of costly private right of way.
3. Title to all construction, as specified in C below, provided wholly or partly at the customer's expense is vested in the Telephone Company.
4. By "cost" is meant the cost of labor and materials including the usual supervisory expenses.
5. When attachments are made to poles of other companies, in lieu of providing construction for which the customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments is borne by customer.
6. The customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.
7. Construction charges will not apply to the customer's aerial drop which extends from the last pole to the building in which the telephone is located.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

B. SPECIAL TYPE OF CONSTRUCTION

When underground service connections are desired by customers as initial installations in place where aerial drop wires would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the following regulations apply:

1. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition the customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
2. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
3. Where armored cable is laid in a trench, the trench shall be constructed and back-filled by or at the expense of the customer. In addition, the customer shall pay the cost of the cable, including the cost of installing it, less the estimated cost to the Telephone Company of installing such aerial drop as would be (or is) required to furnish the same service.
4. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved but repairs or replacements of cable in conduit not so inspected and approved, or repairs or replacements of the cable in conduit or trench made necessary by damages caused by the customer or his representative will be made only at the customers expense.
5. Where facilities are changed from aerial to underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

C. PLANT CONSTRUCTED ON PRIVATE PROPERTY

1. Construction of plant facilities on private property to be used in servicing an individual subscriber will be furnished by the Telephone Company at a charge to the subscriber at the actual cost of the time, material and overheads for such pole, except that the Telephone Company will furnish as many as two poles or 400 feet of underground plant without charge to the subscriber provided the plant thus furnished is used to carry main line circuits. Ownership and maintenance of such poles is vested in the Telephone Company.
2. Plant construction on private property to be used as part of the standard distributing plan serving subscribers in general, are furnished, maintained and owned by the Telephone Company.
3. Circuits on private property are furnished, owned and maintained by the Telephone Company.

D. LINE EXTENSIONS

1. Line extensions will be made pursuant to P.U.C.O. Administrative Order 4901:1-3-13 (1/2 mile construction cost at Company expense, all excess construction cost to be borne by prospective subscriber or subscribers).
2. Provisions of Private Right-of-Way
 - a. Where required by the conditions, applicants shall provide, without expense to the Telephone Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and otherwise suitable.
3. Other Regulations

Applicant may be required to make advance payments to cover all or a portion of the exchange service when in the opinion of the Telephone Company there is evidence of credit risk.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

A. DIRECTORY LISTINGS

1. The regulations for directory listings, as provided in this section, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of subscribers.
2. The alphabetical list of names of subscribers is designed solely for the purpose of informing calling parties of the telephone numbers of subscribers and those entitled to use subscribers' service. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.
3. Names in directory listings shall be limited to the following:
 - a. In connection with residence service:
 1. The individual name of the subscriber, or
 2. The individual name of a member of the subscriber's family.
 - b. In connection with business service:
 1. The individual name of the subscriber, or
 2. The name under which the subscriber is actually doing business as evidenced by signs on the premises, by letterheads, and by name under which a bank account is carried, or
 3. The name under which a business is actually being conducted by someone other than the subscriber and which the subscriber is authorized by such other party to use, or
 4. The individual names of the officers, partners, or employees of the subscriber, or
 5. The names of departments when such listings are deemed necessary from a public reference viewpoint.
4. Whenever any question arises as to the right of a subscriber (1) to list the name of a business which he claims he is authorized to represent; or (2) to use a listing which includes the trade name of another; the Telephone Company is privileged to require the subscriber to secure from the owner of such name, written authority so to use it, addressed to the Telephone Company for the acceptance for insertion or for the continuance of such listings; and is privileged to refuse to accept or to delete such listings where (1) such written authority is not so furnished or (2) such authority is withdrawn by such owner in writing to the Telephone Company.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

PAYMENT FOR SERVICES AND FACILITIES

A. PAYMENT FOR SERVICES AND FACILITIES

1. The Telephone Company will endeavor to mail its bills for telephone service on or before the same date each month. A Subscriber's bill shall not be due earlier than fourteen (14) days from the date of the postmark. If the bill is not paid by the due date, it then becomes past due. Bills are payable at the office of the Telephone Company or any agency authorized by the Telephone Company to receive such payment.
2. The failure of the customer to promptly pay the delinquent bill (regular billing or special toll billing) may subject the customer's service to either temporary suspension or discontinuance of service.
3. Each month is considered to have thirty (30) days for the purpose of computing charges, and shall be the basis for computing fractional portions of monthly billing, pro-rated charges and adjustments to customer accounts.
4. Failure to receive a bill will not exempt a subscriber from payment of any sum or sums due the company.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

A. PAYMENT FOR SERVICES AND FACILITIES (Continued)

5. If a temporarily suspended service is reconnected prior to the completion of an order to discontinue the service, the Telephone Company will give a pro rata credit for the entire period of time the service was temporarily suspended; except, in the case where service is reconnected within the day after the day it was temporarily suspended, no credit will be given. Subsequent to the completion of an order to discontinue a customer's telephone service, the Telephone Company will re-establish the service only on the basis of a new application for service; in such case, the restoral of service charge is not applicable.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

GENERAL REGULATIONS

A. LIABILITY OF TELEPHONE COMPANY

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service or facilities and not caused by subscriber-provided equipment or facilities or by the negligence of the subscriber, shall not exceed an amount equivalent to the proportionate charge for the affected service or facility for the period of such impairment.
2. The use of customer owned and provided terminal equipment (C.O.P.E.) and other subscriber-provided facilities in connection with the facilities of the Telephone Company are permitted only on the condition that the liability of the Telephone Company shall in no instance be greater than that provided in the preceding and that the Telephone Company will not be liable for any loss, damage, impairment or failure of service, arising from or in connection with, the use of subscriber-provided facilities or equipment not caused solely by negligence of the Telephone Company.
3. When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

B. OBLIGATION OF CUSTOMER

1. The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.

P.U.C.O. NO. 5
GENERAL RULES AND REGULATIONS

C. EMERGENCY SERVICES CALLING PLAN (ESCP)

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

- (a) Governmental firefighting, State Highway Patrol, Police and Emergency Squad Service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) Hour basis, three hundred sixty-five (365) days a year, including holidays.
- (b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

P.U.C.O. NO. 5
EMERGENCY TELEPHONE SERVICE TARIFFS

ENHANCED EMERGENCY TELEPHONE SERVICE (E911 SERVICE)

1. General

When requested by local government authorities, and subject to the availability of facilities, The Nova Telephone Company will provide a universal number "E911" for the use of Public Safety Answering Points (PSAP's) engaged in assisting local government in the protection and safety of the general public. Use of the "E911" number will provide each caller with telephone access to the appropriate PSAP.

2. Regulations

The regulations set forth below apply to "Enhanced 911" service, hereinafter referred to as 911 service:

- a. Application for 911 service shall be executed in writing by each participating local government authority or their duly appointed agent. If application is made through an agent of the local government authority, the company shall be provided with evidence, satisfactory to the Company, of the appointment and establishment of service. As a minimum, both police and fire departments in each local government authority must participate in any 911 service and participation shall be in the same 911 service.
- b. The 911 service customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been legally delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire and other services with the telephone central office areas arranged for 911 service calling.
- c. Each participating local governmental authority must furnish to the Company its written agreement, duly executed, by which it shall agree to:
 1. Provide sufficient personnel to staff the PSAP on a 24 hour continuous basis.
 2. Accept responsibility for dispatching, or referring, forwarding or transferring 911 calls to other participating local government authorities for the dispatch of police, fire, ambulance or other emergency services to the extent such services are reasonably available.

P.U.C.O. NO. 5
EMERGENCY TELEPHONE SERVICE TARIFFS

2. Regulations (continued)

3. Subscribe to additional local exchange service, at the PSAP location, for administrative purposes, for placing outgoing calls and for receiving other emergency calls, including calls which might be relayed by an operator.
 4. Make operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.
- d. The service is limited to the use of central office telephone number 911 as the emergency number. Only one 911 service will be provided with any government agency's locality.
 - e. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
 - f. E911 Service is arranged only for one-way incoming service to an appropriate PSAP. Outgoing calls can only be made on a transfer basis.
 - g. Information contained in the Company's data base management system will be maintained for 911 service and will be used exclusively for this purpose.
 - h. E911 Service information consisting of the name, address and telephone numbers of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency 911 Service calls. No liability for damages arising from disclosure of a non-published telephone number shall be attached to the Company.
 - i. Any party residing within the 911 Service serving area forfeits the privacy afforded by non-published telephone numbers to the extent that the customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.
 - j. Because the Company authorized service area boundary and political subdivision boundary may not coincide, the customer must make arrangements to handle all calls received on 911 Service lines that originate from all telephones served by The Nova Telephone Company, whether or not the calling telephone is situated on property within the geographical boundary of customer's public safety jurisdiction.

P.U.C.O. NO. 5
EMERGENCY TELEPHONE SERVICE TARIFFS

2. Regulations (continued)

- k. The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to a 911 Service PSAP by calling parties.
- l. The number of lines to the "lead" local exchange company, GTE North, shall be as required by Ashland County E911 Emergency Telephone Number System Plan.
- m. The calling party is not charged for calls placed to the E911 number, however regular message toll charges will be applied to the PSAP line, where appropriate, for messages transferred by a PSAP over exchange facilities from the central office serving the PSAP initiating the transfer to the point of termination of the transfer, if located outside the local calling area of the exchange.
- n. The company does not undertake to answer and forward E911 service call, but furnishes the use of its facilities to enable the customer's personnel to accept such calls on the customer's designated premises.

3. E911 Service Features

- a. Automatic Number Identification (ANI):
A feature by which the calling party's telephone number is forwarded to the E911 control office and to the PSAP's display and transfer units.

4. Rates and Charges

- a. E911 service is provided to residents who subscribe to local exchange telephone service. The rate for this service will be as indicated for Ashland County on the Rate List located at the back of this section.

GENERAL EXCHANGE SERVICE TARIFFS
PUCO NO. 5ENHANCED EMERGENCY TELEPHONE SERVICE (E911 SERVICE)
RATE LIST

COUNTY	ASHLAND
CURRENT 911 SUBSCRIBER CHARGE	\$.45
IMPLEMENTATION DATE FOR 911 SERVICE	02/27/97
EFFECTIVE DATE FOR CURRENT 911 SUBSCRIBER CHARGE	03/01/97
INITIAL CASE NO. FOR 911 IMPLEMENTATION	96-387-TP-EMG
MOST CURRENT CASE NO. FOR 911 REVIEW	96-387-TP-EMG

A. IntraLATA Presubscription

1. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective August 8, 1997.

2. IntraLATA Presubscription Options

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

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

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

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

GENERAL EXCHANGE SERVICE TARIFFS
PUCO NO. 5

A. IntraLATA Presubscription

1. Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Until an affirmative choice is made, all subscribers will be assigned to the Telephone Company's intraLATA carrier.

GENERAL EXCHANGE SERVICE TARIFFS
P.U.C.O. NO. 5

A. IntraLATA Presubscription (continued)

2. Rules and Regulations

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

Subscribers may change their selected Option and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

3. IntraLATA Presubscription Customer Notices

The Telephone Company will notify subscribers that intraLATA Presubscription is available no longer than sixty (60) days following the effective date of this tariff. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

4. IntraLATA presubscription Charges

a. Application of Charges

There will be no charges for a subscriber's initial intraLATA toll presubscription selection for a period beginning on the effective date of this tariff and ending no sooner than ninety (90) days following the mailing date of subscriber notification of intraLATA presubscription availability.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Telephone Company for local exchange service. If the new subscriber is unable to make a selection, at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new subscriber is still unable to make a selection, at that time, the Telephone Company will inform the new subscriber that he/she will be given ninety (90) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new subscriber will also be informed that the Telephone Company will assess a charge for any selections made after the ninety (90) day window and that until a selection is

GENERAL EXCHANGE SERVICE TARIFFS
P.U.C.O. NO. 5

A. IntraLATA Presubscription (continued)

5. IntraLATA Presubscription Charges (continued)

a. Application of Charges (continued)

made the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Telephone Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply as follows:

- (1) The charge shall be no greater than those set forth in Paragraph 5.b., unless modified by a company-specific Commission-approved tariff.
- (2) If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

b. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

Manual Process	\$5.50
Electronic Process	\$1.25

Exhibit B

Proposed Tariff Sheet

P.U.C.O. NO. 5
GENERAL EXCHANGE TARIFFS

BASIC TELEPHONE ASSISTANCE

II. LIFELINE/LINK UP REQUIREMENTS

The Nova Telephone Company shall provide Lifeline Services as defined in 47 C.F.R. § 54.401 (a) On (C) a non-discriminatory basis to all qualifying low-income customers. The Company's Lifeline service offering shall comply with all applicable federal and state laws, including, but not limited to 47 C.F.R. Part 54, Subpart E; the FCC's Lifeline reform order (Report and Order released February 6, 2012, WC Docket No. 11-42 *et.al.*), the FCC Modernization Order (Third Report and Order released on April 27, 2016, WC Docket No. 11-42, *et.al.*), and any subsequent clarifying orders; Section 4927.13, Ohio Revised Code; Rule 4901:1-6-19, Ohio Administrative Code; and the Commission's nontraditional Lifeline service order (Finding and Order adopted May 23, 2012 Case No. 10-2377-TP-COI) and any subsequent entries and/or orders.

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Summary: Application electronically filed by Mrs. Kimberly Starr on behalf of The Nova Telephone Company