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RECEIVED-DOCKETING DIV  
2003 MAY 29 AM 11:49  
PUCO

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May 28, 2003

VIA OVERNIGHT DELIVERY

Ms. Daisy Crockron  
Docketing Division  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793

03-1245-TP-ATA


Re: Covista, Inc.  
Case No. 98-1421-TP-ACE

Dear Ms. Crockron:

Enclosed please find for filing an original and ten (10) copies of Covista, Inc.'s Telecommunications Application Form, including Ohio P.U.C. Tariff No. 3. This filing is being made in order to allow Covista, Inc. to provide facilities-based/UNE-P local services, including Carrier-to-Carrier Services to business customers. The enclosed tariff bears an issue date of May 29, 2003 and an effective date of July 30, 2003.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions, or if I may provide you with additional information, please do not hesitate to contact our office.

Respectfully submitted,

  
Lance J.M. Steinhart  
Attorney for Covista, Inc.

Enclosures

cc: Thomas P. Gunning (w/enc)

This is to certify that the images appearing are an  
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**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**  
(Effective: 4/7/2003)  
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

DECLINED-DOCKETING DIV  
2003 MAY 29 AM 11:49  
TP-UCO

In the Matter of the Application of \_\_\_\_\_  
Covista, Inc. \_\_\_\_\_  
to Carrier to Carrier Services \_\_\_\_\_

Case No.

03 1245-TP-ATA

Name of Registrant(s) Covista, Inc.  
Address of Registrant(s) 721 Broad Street, 2nd Floor, Chattanooga, Tennessee, 37402  
Company Web Address www.covista.com  
Regulatory Contact Person(s) Tony Barrett Phone (423) 648-9500 Fax (423) 648-9502  
Regulatory Contact Person's Email Address tbarrett@covista.com  
Contact Person for Annual Report A. John Leach Phone (423) 648-9500  
Consumer Contact Information Tony Barrett Phone (423) 648-9600  
Date May 28, 2003 TRF Docket No. - -TP-TRF

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]

Company Type (check all applicable): ☐ CTS (XC) ☐ ILEC ☒ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable **NOT** to combine different types of filings, but if you do so, you must file under the process with the **longest** applicable review period.

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies)
  - ☐ b. CTS (14-day approval, 10 copies)
  - ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
  - ☒ a. Switched Local ☒ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 24 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☒ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☒ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
  - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies)
  - ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RRC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)

- ☐ 16 (SLF) Self-complaint Application  
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)  
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Application Involving only Tier 2 Services  
☐ a. New End User Service (0-day notice, 10 copies)  
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)  
☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

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

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service  
☐ a. Tier 1  
☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 24 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)  
 CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input checked="" type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone. <b>Not Applicable</b>
<input checked="" type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable). <b>Not Applicable</b>
<input type="checkbox"/>	[3a-b,3d,8]	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.
<input type="checkbox"/>	[3,4,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (Not applicable)
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B. (Not applicable)
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.

X	[1-2,4-7,9,12-13,16,18-24]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is X business; I residence; or I both. Also indicate whether it is a X switched or I dedicated service. Include this information in either the cover letter or Exhibit C.
X	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been utilized: I direct mail; I bill insert; I bill notation or I electronic mail. NOTE: Tier 1 price list increases must be within an approved range of rates. <b>Not Applicable</b>
X	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been provided to customers. For SLF's the customer notice will be addressed in a Commission Order. <b>Not Applicable</b>
X	[1,2,5,9a(v),11-13, 21(increase only)]	Affidavit attesting that customer notice has been provided. <b>Not Applicable</b>
I	[2,12]	Copy of Notice which has been provided to ILEC(s).
I	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
I	[2,4,10,12-13,]	List of Ohio counties specifically involved or affected.
I	[14]	The interconnection agreement adopted by negotiation or mediation.
I	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
I	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
I	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
I	[5,13]	New title sheet with proposed new company name.
I	[1,3,13]	List of Ohio exchanges the applicant intends to serve.
I	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <b>serving and local calling areas</b> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
I		Other information requested by the Commission staff.

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

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- [x] Sales tax
- [x] Minimum Telephone Service Standards (MTSS)
- [x] Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- [x] 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- I Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- I Emergency Services Calling Plan [Required if toll service provided]
- I Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- I Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- I Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- I Service Connection Assistance (SCA) [Required for all LECs]
- I Local Number Portability and Number Pooling [Required for facilities-based LECs]
- I Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

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

Lance J.M. Steinhart  
Lance JM Steinhart, PC  
1720 Windward Concourse  
Suite 250  
Alpharetta, Georgia 30005  
(770) 232-9200 (Phone)  
(770) 232-9208 (Facsimile)  
[lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com) (E-mail)

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

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

Tony Barrett  
VP of Operations  
721 Broad Street, 2nd Floor  
Chattanooga, Tennessee 37402  
(423) 648-9600

### **AFFIDAVIT**

#### ***Minimum Telephone Service Standards***

I am an officer of the applicant corporation, Covista, Inc., and am authorized to make this statement on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on 5/28/03 at Alpharetta, Georgia  
(Date) (Location)

*John Leach* 5/28/03  
(A. John Leach, President) (Date)

***\* 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, A. John Leach verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

*John Leach* 5/28/03  
(A. John Leach, President) (Date)

***\*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 (or to the Telecommunications Division Chief if a pre-filing submittal)**

**180 East Broad Street, Columbus, OH 43215-3793**

Covista, Inc.  
Issue Date: May 29, 2003

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Ohio Tariff No. 3  
Original Title Page

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN  
THE STATE OF OHIO

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As Approved in Case No. 98-1421-TP-ACE

Effective Date: July 30, 2003

A. John Leach, President  
721 Broad Street, 2nd Floor  
Chattanooga, Tennessee 37402

CHECK SHEET

The Sheets are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
<u>Preface</u>		<u>Section 3</u>			
1	ORIGINAL	1	ORIGINAL	34	ORIGINAL
2	ORIGINAL	2	ORIGINAL	35	ORIGINAL
3	ORIGINAL	3	ORIGINAL	36	ORIGINAL
4	ORIGINAL	4	ORIGINAL	37	ORIGINAL
<u>Section 1</u>		5	ORIGINAL	38	ORIGINAL
1	ORIGINAL	6	ORIGINAL	<u>Section 4</u>	
2	ORIGINAL	7	ORIGINAL	1	ORIGINAL
<u>Section 2</u>		8	ORIGINAL	2	ORIGINAL
1	ORIGINAL	9	ORIGINAL	3	ORIGINAL
2	ORIGINAL	10	ORIGINAL	4	ORIGINAL
3	ORIGINAL	11	ORIGINAL	5	ORIGINAL
4	ORIGINAL	12	ORIGINAL	6	ORIGINAL
5	ORIGINAL	13	ORIGINAL	7	ORIGINAL
6	ORIGINAL	14	ORIGINAL	8	ORIGINAL
7	ORIGINAL	15	ORIGINAL	9	ORIGINAL
8	ORIGINAL	16	ORIGINAL	10	ORIGINAL
9	ORIGINAL	17	ORIGINAL	11	ORIGINAL
10	ORIGINAL	18	ORIGINAL		
11	ORIGINAL	19	ORIGINAL		
12	ORIGINAL	20	ORIGINAL		
13	ORIGINAL	21	ORIGINAL		
14	ORIGINAL	22	ORIGINAL		
14.1	ORIGINAL				
15	ORIGINAL	23	ORIGINAL		
16	ORIGINAL	24	ORIGINAL		
17	ORIGINAL	25	ORIGINAL		
18	ORIGINAL	26	ORIGINAL		
19	ORIGINAL	27	ORIGINAL		
20	ORIGINAL	28	ORIGINAL		
21	ORIGINAL	29	ORIGINAL		
22	ORIGINAL	30	ORIGINAL		
23	ORIGINAL	31	ORIGINAL		
24	ORIGINAL	32	ORIGINAL		
25	ORIGINAL	33	ORIGINAL		

As Approved in Case No. 98-1421-TP-ACE

Effective Date: July 30, 2003

A. John Leach, President  
721 Broad Street, 2nd Floor  
Chattanooga, Tennessee 37402



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

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

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- N To signify a new rate or regulation.
- R To signify a reduced rate.

Covista, Inc.  
Issue Date: May 29, 2003

Ohio Tariff No. 3  
Preface - Original Page No. 4

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#### APPLICATION

This tariff applies to intrastate access service supplied to customers for origination and termination of traffic to and from Central Office codes directly assigned to Company.

This tariff applies only to the extent services provided hereunder are used by a customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all end user premises at which the communication originates or terminates are located within the State of Ohio.

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As Approved in Case No. 98-1421-TP-ACE

Effective Date: July 30, 2003

A. John Leach, President  
721 Broad Street, 2nd Floor  
Chattanooga, Tennessee 37402

---

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

Covista, Inc., the issuer of this tariff.

Customer

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

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any Covista, Inc. Exchange Access Service offered under the Company's Tariff Ohio P.S.C. No. 1, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc Tariff F.C.C. No. 4.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

---

DEFINITIONS (CONT'D)

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a customer, the Service Commencement Date will be the first date on which the service or facility was used by a customer.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a customer use the Company's access service without an executed Service Order, the Company will then request the customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

---

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24- hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company

- (A) Except as stated in this Section 2.1.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- (B) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to five times the initial period charge provided for under this tariff for any call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; failure of utility services; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

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REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.



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REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the company shall not be responsible for:
  - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

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REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

## REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

#### 2.3.2. Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer where such negligence or willful acts is not the direct result of the Company's negligence.

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REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use. In addition, the projected percentage of intrastate use which is intraLATA must also be provided. When a customer orders Feature Group B Switched Access Service, the customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group D, Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the customer has the option to provide the Telephone Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Telephone Company with an interstate percentage of Feature Group D terminating access minutes for each account to which the customer may terminate traffic.

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REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Should the customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

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REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- (B) For purposes of developing the projected interstate percentage, the customer shall consider every call that enters the customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the customer's network at a point in a state different from the state in which the called station is located to be interstate.

- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The interstate access minutes for the group will be billed as set forth in Section 4, following.

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REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- (E) Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports that require a projected interstate percentage. 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 interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding 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) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentage to be the same as that 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 percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.
- (F) The customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- (G) The customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The customer shall supply the data within 30 calendar days of the Company request.
- (H) The customer may provide an additional percentage of interstate use to Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. This percentage of interstate use may be provided per individual facility or at the billing account level. Should the customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.



REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

REGULATIONS

2.4 Customer Equipment and Channels (cont'd)

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- (A) Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- (B) The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- (C) Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

- (D) Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Tariff No. 1, Section 1.9.2.

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REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd.)

2.5.2 Refund of Deposits

- (A) A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms", of telephone service invoices. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.
- (B) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

2.5.3 Interest to Be Paid on Deposits

- (A) Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
  - (i) by credit to the customer's account once annually;
  - (ii) by payment to the Customer upon request, once annually;
  - (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
  - (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for deposits will be consistent with 4901:1-5-06 of the Commission's Minimum Telephone Service Standards.

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REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

- (A) The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes that may subsequently become applicable retroactively.
- (B) Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within twenty-one (21) days after rendition of the invoice it shall become a delinquent bill and interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount due hereunder.
- (C) The Customer will be assessed a charge of ten dollars (\$10.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- (D) The customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793  
Phone: (614) 644-8061
- (E) If service is disconnected by the Company in accordance with section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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REGULATIONS

2.6 Payment Arrangements (cont'd)

2.6.2 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the user, are billed as separate line items and are not included in the quoted rates.

2.6.3 Discontinuance of Service for Cause

- (A) The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice and no sooner than fourteen (14) days from due date on bill without incurring any liability for the following reasons:
- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
  - (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
  - (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
  - (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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REGULATIONS

2.6 Payment Arrangements (cont'd)

2.6.4 Notice to Company for Cancellation of Service

If a Customer cancels a services order after seventy-two hours (72) have passed after service has been ordered, or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Tariff No. 1, Section 1.7), Customer agrees to pay the Company the all special construction fees which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Tariff No. 1, Section 1.9.6.

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Provisions on meet point billing arrangements are forthcoming

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modified any provision of the application for service, the Customer's installation fees shall be adjusted according to the type of the Service Order charge.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be at least five per cent per annum, and shall be reimbursed to the customer within two billing periods after the propriety of the reimbursement is confirmed. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. The overpayment and interest shall be in the form of either a direct payment to the subscriber or, if requested by the Customer, a credit to the subscriber's account within the next two billing periods.

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REGULATIONS

2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period would also begin when it is discovered by the Company. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.



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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.1 Credit for Interruptions (cont'd)

(B) (cont'd)

A credit allowance will be given for interruptions of 30 minutes or more.  
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.1 Credit for Interruptions (cont'd)

(B) (cont'd)

Interruptions Over 48 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited amount equal to at least one-third of one month's charges for any regulated local services rendered inoperative.

Interruptions Over 72 Hours and Less Than 96 Hours.

Interruptions over 72 hours and less than 96 hours will be credited an amount equal to at least two-thirds of one month's charges.

Interruptions Over 96 Hours.

Interruptions over 96 hours will be credited an amount equal to at least one month's charges for any regulated local services rendered inoperative.

- (C) The Company may apply for a waiver to paragraphs (A) and (B) in the event of a verifiable act of God. In the event an act of God exception is applied, the provisions of paragraphs (A) and (B) will not apply until forty-eight hours after the onset of the verified act of God. Accordingly, forty-eight hours shall be added to each of the time frames established in paragraph (B) for purposes of determining credits to customer accounts.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.
- (iii) interruptions that are restored less than 48 hours after a verifiable act of God as referred to in Section 2.7.1(C) and the Commission's MTTS 4901:1-5-16(C).

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.3 Cancellation For Service Interruption

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

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REGULATIONS

2.8 Application of Rates

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

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the company lost or damages tapes or experienced recording system outages, the Company will estimate the value of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGB and FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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REGULATIONS

2.8 Application of Rates (cont'd)

2.8.1 Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minutes for each end office.

2.8.2 Rates Based Upon Distance

- (A) The airline distance between any two Rate Centers is determined as follows:
- (1) Obtain the "V" and "H" coordinates for each Rate Center from the above referenced NECS tariff.
  - (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - (3) Square each difference obtained in step (2) above.
  - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
  - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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REGULATIONS

2.8 Application of Rates (cont'd)

2.8.2 Rates Based Upon Distance (cont'd)

(A) (Cont'd)

- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving were center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.28.2

The Local Transport Facility mileage rates are shown in Section 4.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location) and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or customer accesses them when originating or terminating calls.

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX access code for the customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access customer without dialing the 10XXX access code by using the Company's presubscription service.

Local Access Service, which is available only to customers that are authorized providers of local exchange telephone service, provides trunk side access to Company end office switches in the terminating direction only, for the customer's use in terminating local calls dialed to an NPA-NXX code directly assigned to the Company.

800 Data Base Access Service, which is available to all customers, provides trunk side access to Company end office switches in the originating direction only, for the customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800."



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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- (A) For Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

- (B) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

- (C) For 800 Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with 800 Data Base Service, the customer shall so specify on the order for service.
- (D) When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber option facilities or microwave interconnection location involved. The customer must also specify the particular end office location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.
- (E) For Local Access Service, the customer shall specify the number of trunks or facilities and the end office when direct routing to the end office is desired and the options desired. When ordering trunks or facilities to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements. In addition, when the customer orders trunks or facilities, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

(A) Standard interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunks Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 Trunks or Greater	30 Days

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(B) Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (3) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(B) Negotiated Interval (cont'd)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an 800 Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

Initial establishment of  
service where customer is:

Maximum Interval

- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(C) Advance Order Interval

When placing an Access order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provision.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(C) Advance Order Interval (cont'd)

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment  
(Nonrefundable)

The minimum  
monthly charge for the  
minimum period plus the  
applicable Nonrecurring  
Charges for the services  
ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.



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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(C) Advance Order Interval (cont'd)

(1) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity for CC SA signaling connections will be treated as a new Access Order (for the increased amount only).

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications

(A) Service Date Change Charge (cont'd)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service data changed. The applicable charge is found in Section 4.1.1.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications (cont'd)

(C) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications (cont'd)

(D) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order

- (A) A customer may cancel an Access order for the installation of service at any time prior to notification by the Company that services 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 a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order (cont'd)

(B) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.4 Minimum Period

- (A) The minimum period for which Access Service is provided and for which charges are applicable, is three months.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) Change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.



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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.4 Minimum Period (cont'd)

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

(A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

(1) Limitations

(a) A telephone number is not provided with Carrier Common Line.

(b) Detail billing is not provided for Carrier Common Line.

(c) Directory listings are not included in the rates and charges for Carrier Common Line.

(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.

(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(A) Carrier Common Line (cont'd)

(2) Undertaking of the Telephone Company

Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 4.1.2 following.

(3) Obligations of the Customer

- (a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.
- (b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common channel Signaling Access exemption.

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(A) Carrier Common Line (cont'd)

(5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.
- (b) When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the customer set forth in Section 2.3.3 preceding.

(B) Local Transport

The Local Transport rate category provides for transmission facilities between the customer's premises or collocated interconnection location and the Company's end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with Ameritech Ohio. Charges for local Transport services are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Local Transport (cont'd)

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the customer's option, Entrance Facility, Direct Trunked Transport and STP Link Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunked Transport facilities are terminated at a Company end office switch location by a customer, Entrance Facility Termination charges as described in 3.1.2(B)(1) will apply, but no other Local Transport elements will be charged. Where Common Channel Signaling Access is ordered by a customer that uses Direct Trunked Transport facilities, the STP Port charge as described in 3.1.2(B)(5) will also apply.

The following paragraphs describe the Local Transport rate elements.

Local Transport - Entrance Facility;  
Common Switched Transport;  
Direct Trunked Transport;  
Interconnection Charge

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Local Transport (cont'd)

(1) Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communication path between a customer's premises and the Company serving wire center of that premises for the sole use of the customer. The Local Transport- Entrance Facility is provided as High Capacity DS1 and DS3 service. A Local Transport-Entrance Facility is required whether the customer's premises and the servicing wire center are located in the same or different buildings.

(2) Local Transport-Common Switched Transport

a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the customer's premises.

b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the customer's premises.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Local Transport (cont'd)

(3) Local Transport-Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single customer.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport-Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(4) Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originate or terminate at a Company end office.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Local Transport (cont'd)

(5) Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contracts. Contract rates will be priced above cost for the service, and such costs will be filed with the Public Service Commission under proprietary agreement. The competitive pricing arrangement contracts, once executed, will be filed with the Public Service Commission under proprietary agreement.

(6) Local-Transport Facilities

High Capacity DS1 and DS3 facilities are available for Local Transport- Entrance Facilities and for Local Transport-Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.



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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Local Transport (cont'd)

(7) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Local Transport (cont'd)

(8) Interface Groups

The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element.

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a customer based on the total number of access minutes.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(A) Local Exchange Access Service

1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of Ohio.

2) Description

Local Exchange Access Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in local calling areas of adjoining states and terminate in the state of Ohio.

3) Obligation of the Local Exchange Provider

- (a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Access Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

---

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(A) Local Exchange Access Service (cont'd)

3) Obligation of the Local Exchange Carrier (cont'd)

- (b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Access Service arrangement.

4) Rating of Local Exchange Access Service

For billing purposes, Local Exchange Access Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

5) Rate Regulations

Local Exchange Access Service will consist of the following rate categories.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(A) Local Exchange Access Service (cont'd)

5) Rate Regulations (cont'd)

(a) Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis for the completion of calls from an authorized local exchange provider end-user to a Company end-user.

(b) Entrance Facility

Entrance Facility provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Entrance Facility rates are billed on a monthly recurring and nonrecurring basis as specified in Section 4.1.3(A) of this tariff. A Customer may use a single Entrance Facility in conjunction with Local Exchange Access Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Entrance Facilities from the Company, be revised on a quarterly basis.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(A) Local Exchange Access Service (cont'd)

5) Rate Regulations (cont'd)

(c) Service Orders

The Service Order changes as specified in Section 4.1.1 of this tariff will apply on a per order basis.

(d) Other Standard Charges

Standard charges set forth in 3.1.2 do not apply to Local Access Service, except for the specific rate elements identified in (b) and (c) above.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(B) 800 Data Base Access Service

1) Description

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the data base to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 800 number. In addition, the customer has the option of selecting the 800 Optional Features Package.

2) Customer Identification and Delivery Charge

The 800 Data Base Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and delivery of the dialed 800 ten-digit number. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio.



SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(B) 800 Data Base Access Service (cont'd)

3) 800 Optional Features Package

The 800 Optional Features Package, available only with 800 Data Base Access Service, provides feature functionality in addition to the basic query. The feature package may include various destination options such as POTS Translation, carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services

3.2.1 Presubscription

(A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Public Utilities Commission of Ohio to provide or to resell intrastate, intercity communications services. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that sub-tends the Company's end office. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4, applies.

(B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IC as a PIC and dial 10XXX or 1010XXX to reach other ICs.

- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 1010XXX for all calls to all ICs.

- New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to a no PIC choice as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 4.2.1 applies. This charge may be either billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the end user.

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd)

3.2.2 Unauthorized PIC Changes

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 4.2.1 will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 4.2.1 following.

3.2.3 Expedited PIC Switchback Service

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

- If the change has occurred within the past 90 days, the end user or its
- authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user.
- The PIC Switchback Charge as set forth in Section 4.2.1 will apply to the IC that requested the PIC Switchback charge to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in Section 4.2.1 following.

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd)

3.2.4 Expanded Interconnection Service

(A) General

Expanded Interconnection is a service which permits customers to interconnect their transmission facilities to the Company's network through a direct cross-connection within the Company's end office location. The Company will provide expanded interconnection for DS1 (1.544 Mbps) and DS3 (44.736 Mbps) channels.

This service is provided on an optional basis in lieu of Entrance Facility, as described in 3.1.2(b) preceding. All other access service rates and charges for all service elements ordered by the Customer, as set forth in other section of this tariff, continue to apply.

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd)

3.2.4 Expanded Interconnection Service (cont'd)

(B) Regulations

Expanded Interconnection Service provides a DS1 or DS3 cross-connection between the Customer's transmission facilities and the Company's equipment at an end office location. The Customer is responsible for installing and maintaining its own transmission facilities and terminating equipment. The Customer's equipment must be compatible with industry-standard digital cross-connect (DSX-1 and DSX-3) parameters.

The Company will be responsible for the installation, maintenance, and operation of its equipment and of the cross-connection cable between the two sets of equipment.

The regulations herein are in addition to the terms and conditions specified in 3.1 preceding, Access Services.

(C) Rate Regulations

Recurring charges for cross-connects are set forth in 4.2.2 following.

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RATES

4.1 Access Rates

4.1.1 Service Orders

	Nonrecurring Charge Per <u>Line or Trunk</u>
A) Service Implementation	
(1) Installation Charge	N/A
(2) Access Order Charge -Per Access Request N/A	\$ 25.00
(3) Engineering Charge -Per 1-24 Trunks	ICB
B) Service Date Change	\$ 20.47
C) Design Change	\$ 59.93

4.1.2 Carrier Common Line

	<u>Per Access Minute</u>
A) Originating	\$0.000000
B) Terminating	\$0.000000

RATES

4.1 Access Rates

4.1.3 Local Transport

A) Entrance Facility

	<u>Nonrecurring</u> <u>Charges</u>		<u>Monthly</u> <u>Recurring</u>	
	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>
1) DS1				
-Per Point of Termination			\$231.00	\$231.00
-Installation Charge	\$ 325.00	\$325.00		
-Rearrangement	\$ 325.00	\$325.00		
2) DS3				
-Per Point of Termination			*	*
-Installation Charge	*	*		
-Rearrangement	*	*		

B) Common Switched Transport

	<u>Per Access Minute</u>
1) Local Transport Termination	\$0.000244 I
2) Local Transport Facility (per mile)	\$0.000044 I
3) Local Transport Multiplexing	\$0.000038

C) Direct Trunked Transport

<u>Facility Mileage</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>Per Mile</u>
DS1	\$271.00	\$81.00	\$25.00
DS3	*	*	*

\* DS3 Entrance Facility and Direct Trunked Transport rates will be developed on an Individual Case Basis.

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RATES

4.1 Access Rates

4.1.3 Local Transport (cont'd)

D)	<u>Access Tandem Switching</u>	<u>Per Access Minute</u>	
	Zone 1	\$0.001033	
	Zone 2	\$0.001334	
	Zone 3	\$0.001338	
E)	Interconnection Charge	\$0.000000	
F)	Network Blocking Charge		
	-Per Call Blocked/1	\$.0010880	
G)	<u>Common Channel Signaling Access</u>		
		<u>Monthly</u>	<u>Nonrecurring</u>
1)	STP Port Termination		
	Per Port	N/A	N/A
2)	STP Link Transport	N/A	N/A
H)	<u>Non Chargeable Optional Features</u>		
		<u>Nonrecurring</u>	
1)	SS7 Signaling Option Conversion		
	-Per Trunk Converted	N/A	
2)	Change in Point Code		
	-Per Trunk	N/A	

1/ Applies to FGD only



RATES

4.1 Access Rates

4.1.3 Local Transport (cont'd)

H) Nonchargeable Optional Features (cont'd)

3) Supervisory Signaling

DX Supervisory Signaling arrangement  
-Per Transmission Path

SF Supervisory Signaling arrangement  
-Per Transmission Path

E&M Type I Supervisory Signaling arrangement  
-Per Transmission Path

E&M Type II Supervisory Signaling arrangement  
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement  
-Per Transmission Path

4) Customer specification of the receive  
transmission level at the first point  
of switching within a range acceptable  
to the Company  
(available with FGB)  
-Per Transmission Path

RATES

4.1 Access Rates

4.1.3 Local Transport (cont'd)

H) Nonchargeable Optional Features (cont'd)

- 5) Customer specification of Local Transport Termination  
Four-wire termination in lieu of two-wire termination  
(available with FGB)  
-Per Transmission Path
- 6) Signaling System 7  
-Per signaling connection arranged
- 7) 65 kbps Clear Channel Capability  
-Per Transmission Path
- 8) 64 Clear Channel Capability  
-Per Channelized DS1

	<u>Monthly</u>	<u>Nonrecurring</u> <u>Initial</u>	<u>Subsequent</u>
1) Superframe Format (SF)	None	None	None
2) Extended Superframe Format (ESF)	None	None	None

I) Chargeable Optional Features

- 1) Channelization  
-Per Transmission Path

	<u>Monthly</u>	<u>Nonrecurring</u> <u>Initial</u>	<u>Subsequent</u>
1) DS3 to DS1 Per Arrangement	\$620.00	None	None
2) Central Office Channel Interface, Per DS1	None	None	None

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A. John Leach, President  
721 Broad Street, 2nd Floor  
Chattanooga, Tennessee 37402

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RATES

4.1 Access Rates

4.1.4 End Office

	<u>Per Access Minute</u>
1) <u>Local Switching</u>	\$0.003569
<u>Common Trunk Port</u>	\$0.000337
2) <u>Common Switching Chargeable Optional Features</u>	
Automatic Number Identification/ (available with FGB and FGD) -Per Transmission Path Group	
Up to Seven Digit Outpulsing of Access Digits to Customer (available with FGB) -Per Transmission Path Group	
Service Class Routing (available with FGD) -Per Transmission Path Group	
Alternate Traffic Routing (available with FGD) -Per Transmission Path Group	
International Carrier Option (available with FGD) -Per End Office and Access Tandem	

RATES

4.1 Access Rates

4.1.4 End Office (cont'd)

Local Switching (cont'd)

3) Common Switching Chargeable Optional Features (cont'd.)

Automatic Number Identification/ Rate  
SS7 Charge Number  
-Per Attempt N/A

4) Common Switching Non-Chargeable Optional Features

SS7 Signaling Option  
-Calling Party Number  
(available with FGD)  
  
-Carrier Selection Parameter  
(available with FGD)

RATES

4.1 Access Rates

4.1.4 End Office (cont'd)

Local Switching (cont'd)

5) Trunk side Transport termination Non-Chargeable Options

Standard Trunk for Originating,  
Terminating or Two-Way Operation  
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk  
(available with FGB)

Operator Trunk, Full Feature Arrangement  
(available with FGD)

Operator Trunk, Assist Feature  
(available with FGD)

6) SS7 Signaling Option

Calling Party Number  
(available with FGD)

Charge Number  
(available with FGD)

Carrier Selection Parameter  
(available with FGD)

Access Transport Parameter  
(available with FGD)

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RATES

4.1 Access Rates

4.1.5 Local Exchange Access Service

	<u>Rate</u>
Terminating Usage	
-Per Minute of Usage	N/A

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RATES

4.1 Access Rates

4.1.6 800 Data Base Access Service

	<u>Rate</u>
Call Routing	\$0.002294
Caller ID	\$0.001031

4.1.7 Information Surcharge

	<u>Rate</u>
-Per 100 Minute	\$0.000000

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RATES

4.2 Miscellaneous Services Nonrecurring  
Charge

4.2.1 Presubscription

- A) Authorized PIC Charge  
Changing PIC to which an  
End User is presubscribed:
- Per Telephone Exchange Service  
Line or Trunk \$5.00
- B) Unauthorized PIC Change
- Per Telephone Exchange Service  
Line or Trunk \$18.00
- C) Expedited PIC Switchback Service
- Per Telephone Exchange Service  
Line or Trunk \$10.00

4.2.2 Expanded Interconnection

- Monthly
- A) Cross-Connect
- Per DS1 N/A
- Per DS3 N/A