

**1. General**

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The regulations contained herein are specific to the services involved and are in addition to the General Regulations applicable to all services of the Telephone Company as set forth in Part 2 of this guidebook.

**Application of Guidebook**

This Guidebook applies to the TYPE 1 connection of facilities of Indiana Bell Telephone Company, Incorporated (hereinafter referred to as the Telephone Company) to facilities of an authorized Cellular Mobile Carrier (CMC) for the purpose of serving calls between wire line customers of the Telephone Company and customers of the Cellular Mobile Carrier.

**Definitions**

Analog Access Line - A voice band transmission path used to connect the CMC MTSO and the Telephone Company.

Authorized Services - Those domestic public communications services which the Cellular Mobile Carrier lawfully provides on an interconnected basis.

Carrier's System - The communications system of the Cellular Mobile Carrier used to furnish public land mobile radio services.

CMC Access-Type 1 - The facility and associated service arrangement used to connect the Carrier's System with the Telephone Company's Network for the purpose of interchanging traffic. This service guarantees a specified level of transmission quality.

CMC Switch - The location of a Cellular Mobile Carrier's switching system at which the Carrier's customers are terminated for purposes of interconnection to each other and to CMC Access Lines interfacing with the public switched network. This normally designates the switching office of the CMC but could be any location designated by the CMC.

Cellular Geographic Service Area (CGSA) - The geographic area served by the cellular system within which a Cellular Mobile Carrier is authorized to provide Cellular Mobile service. Also referred to as the Reliable Service Area.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 1.

**1. General (Cont'd)**

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## Definitions (Cont'd)

Cellular Mobile Carrier (CMC) - A communications common carrier authorized by the Federal Communications Commission (FCC) to provide the radio link portion of certain mobile radio telecommunications services within a specified geographic area.

Digital Access Line - An equivalent of a voice band transmission path used to connect the CMC MTSO and the Telephone Company. A Digital Access Line is one channel of a Digital High Capacity Facility which has the capacity to carry 24 voice band transmission paths.

Digital High Capacity Facility - A communications path from the Telephone Company switch to the CMC MTSO that is delivered to the CMC at a bit rate of 1.544 Mbps, capable of channelizing 24 Voice Band Transmission paths.

Direct-Inward-Dialing (DID) Station Numbers - DID Station Numbers are central office DID numbers assigned by the Telephone Company for the CMC's use.

End Office Switch - The central office trunking entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

Mobile Telephone Switching Office (MTSO) - The location of a Cellular Mobile Carriers switching system at which the Carriers customers are terminated for purposes of interconnection to each other and to trunks interfacing with the public switched network. The MTSO normally designates the switching office of the CMC but could be any location designated by the CMC.

Originating Direction - The use of Cellular Mobile Carrier service for the origination of calls from wire line customers to the CMC's Switch.

Point of Termination (POT) - The demarcation point within a Cellular Mobile Carrier's designated premises at which the Telephone Company's responsibility for the provision of interconnection ends.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 2.

**1. General (Cont'd)**

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## Definitions (Cont'd)

Rural Service Area (RSA) - The geographic area served by the cellular system within which a Cellular Mobile Carrier is authorized to provide Cellular Mobile service. Also referred to as the Reliable Service Area.

Telephone Company's Network - The communications network of the Indiana Bell Telephone Company, Incorporated and its connecting landline companies.

Terminating Direction - The use of Cellular Mobile Carrier service for the termination of calls from the CMC's Switch to a wire line customer.

## Description of Service

Type 1 Cellular Mobile Carrier Service provides facilities for establishing connections between wire line customers of the Telephone Company and customers served by an authorized Cellular Mobile Carrier. This service is provided as trunk side switching through the use of central office or trunk equipment and is arranged for two-way calling, which permits the delivery of calls originated by either Telephone Company customer or a Cellular Carrier customer.

Type 1 Cellular Mobile Carrier Service is comprised of the following Telephone Company provided elements:

- Analog Access Line
- Digital Access Line
- Digital High Capacity Facility
- Direct-Inward-Dialing (DID) Station Numbers

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 3.

**2. Regulations**

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## Provision of Service

- A. At the CMC's request, the Telephone Company and the CMC will physically connect their facilities and interchange traffic originating or terminating on the CMC's System in connection with the CMC's authorized services. Such interconnection shall be in accordance with the provisions set forth herein.
- B. Subject to the availability of facilities and the reasonable requirements of the Telephone Company for its exchange telecommunications services, the Telephone Company will provide to the CMC, upon request, those facilities and arrangements which are necessary to establish the physical connection and interchange of traffic provided for herein, and other facilities the CMC may require for operation of its system such as remote transmitter and receiver links.
- C. In interchanging one-way or two-way carrier traffic, the Telephone Company will connect its facilities with those of the CMC between an end office switch of the Telephone Company and the CMC's point of switching.
- D. If facilities are not available or, where the CMC's individual requirements are such that special equipment or arrangements, special routing, special gauge of wire, unusual type of circuit facilities or more circuit facilities than could be utilized in the near future for telephone service are required, special construction as found in Part 2 of this guidebook may be applicable.
- E. New facilities and technologies related to CMC Access Service will be made available to all CMCs on an equal basis whenever possible. Indiana Bell will not give preferential treatment to any of its affiliated companies in the provision of CMC services.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 4.

**2. Regulations (Cont'd)**

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## Use of Service and Facilities

- A. The exchange services provided by the Telephone Company shall be used only for the handling of interchanged traffic originating or terminating on the CMC's system in connection with the CMC's authorized services.
- B. The CMC services, facilities or arrangements provided by the Telephone Company shall not be used, switched or otherwise connected together by the CMC for the provision of through calling from a landline telephone to another landline telephone, except when required in the provision of CMC provided vertical services such as three way calling and call forwarding.
- C. The CMC services, facilities and arrangements provided by the Telephone Company shall not be used for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.
- D. The Telephone Company and the CMC each may make reasonable tests and inspections of its facilities and may, upon notice to and in coordination with the other, temporarily interrupt the facilities being tested or inspected. When cooperative testing is requested by either party, such testing shall be done in accordance with the regulations specified in the Testing paragraph following.

## Telephone Numbers

- A. Central Office facilities and blocks of telephone numbers provided by the Telephone Company for the CMC's use shall be assigned by the Telephone Company and may be changed to meet the reasonable operating and service requirements of the Telephone Company if the number has not been put into service by the CMC. The CMC shall not acquire any proprietary interest in numbers assigned for its use. When such changes are to be made, the Telephone Company shall advise the CMC in writing not less than sixty days in advance and will coordinate the changes with the CMC.
- B. Central Office codes used with telephone numbers furnished to the CMC may be used by the Telephone Company in providing its subscriber service and for other purposes.
- C. The CMC shall be provided telephone numbers in initial and incremental blocks of twenty numbers each. The CMC shall furnish the Telephone Company its number requirements for planning purposes. The assignment and use of telephone numbers of the CMC to its subscribers for its authorized services shall be the responsibility of the CMC subject to coordination with the Telephone Company for efficient operation of the Telephone Company's network.
- D. The Telephone Company will, at the request of the CMC and where facilities are available, reserve central office telephone numbers for future use by the CMC.

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/1/ Material appeared in IURC No. 20, Part 14, Section 3, Sheets 5 and 6.

**2. Regulations (Cont'd)**

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Availability of Facilities

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent upon its ability to obtain, retain and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of telephone local exchange and message toll services takes precedence in the furnishing of any other service or facility.

Proprietary Network Information

Proprietary Network Information of the CMC's (i.e. type of facilities or location and quantity of services) will not be disclosed to any competitor of an CMC (including affiliates of Indiana Bell) by employees of Indiana Bell unless directed to do so in writing by the CMC.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 6.

**2. Regulations (Cont'd)**

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## Charges for Service and Facilities

- A. The Telephone Company shall bill in advance all charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The CMC agrees to pay the Telephone Company all charges specified within 31 days (payment date) after the bill day or by the next bill date (i.e. same date in the following month as the bill date) whichever is the shortest interval. All charges are payable in immediately available funds.
- B. The Telephone Company may, in order to safeguard its interests, require the CMC to make a deposit to be held by the Telephone Company as a guarantee of the payment of charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the CMC from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the CMC is terminated, the amount of the deposit will be credited to the CMC's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited at anytime to the account when the CMC has established credit or, in any event, after the CMC has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the CMC. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the CMC will receive interest at the same percentage rate as that set forth in Part 2 of this guidebook. The rate will be compounded daily for the number of days from the date the CMC's deposit is received by the Telephone Company to and including the date such deposit is credited to the CMC's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the CMC's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CMC's account.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 7.

**2. Regulations (Cont'd)**

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## Charges for Service and Facilities (Cont'd)

## C. Application of Non-Recurring Charges

A Service Request Charge applies for receiving, recording and processing of a customer's request.

A Records Work Only Charge applies to requests for changes or additions affecting records only.

A Line Connection Charge applies for performing the work operations associated with the Access Line or Digital High Capacity Facility extending from the Telephone Company to the MTSO.

A DID Number Charge applies to the first group of 20 DID numbers ordered within an NXX. No charge applies for subsequent requests for numbers within the same NXX.

When digital access lines are installed at the same time as the Digital High Capacity Facility, non-recurring charges for the Digital Access Line do not apply. Digital Access Line non-recurring charges do apply when the Access Lines are installed subsequent to the Digital High Capacity Facility.

D. A Maintenance of Service Charge as provided for in Part 21, Section 13 of this guidebook will apply when a technician is dispatched to the customers premises and no trouble is found in Telephone Company equipment.

E. Any expedited repair (overtime work required outside of normal hours) charge shall be applied in accordance with provisions specified in Part 21, Section 13 of this guidebook.

F. A digital high capacity facility is required when digital access lines are ordered between the MTSO and the Telephone Company Central Office. Each digital high capacity facility has a capacity to carry up to 24 digital access lines.

## Adjustment of Charges

The Telephone Company will bill for the service it provides within one year. In the event of an adjustment of charges because of errors in billing (additional billing or refund) within one year, the correction will be made in the full amount for that period of time. Adjustment of charges will be made when billing errors are brought to the attention of the Telephone Company.

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/1/ Material now appears in the AT&T Indiana Guidebook, Part 14, Section 3, Sheets 7 and 8.

**2. Regulations (Cont'd)**

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## Application of Minimum and Termination Charges

- A. Unless otherwise specified in the Telephone Company's guidebooks, the minimum service period is one month from the date service is established and the minimum charge is the established rate for one month.
- B. When the use of the service or facilities is terminated because of condemnation, destruction or damage of property by fire or other cause beyond control of the customer, which renders the premises unfit for occupancy, the customer is required to pay only the charges for the period during which services or facilities have been furnished, no minimum or termination charges being applied.
- C. Any change in the rates or regulations of this Section prescribed by public authority having jurisdiction modifies all terms and regulations of contracts to the extent of such change.

## Liability of the Telephone Company and the CMC

- A. Neither the Telephone Company nor the CMC assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers.
- B. The liability of the Telephone Company for damages arising out of delays in installation, maintenance or restoration of facilities, services or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of providing such facilities, services or arrangements shall in no event exceed the amount specified in paragraph following, Allowance for Interruptions.
- C. The Telephone Company shall reimburse the CMC for damages to premises or equipment of the CMC resulting from the provision of facilities, services or arrangements by the Telephone Company on such premises or resulting from the installation or removal thereof if caused by the negligence or willful act of the Telephone Company.
- D. The CMC shall reimburse the Telephone Company for damages to facilities of the Telephone Company if caused by the negligence or willful act of the CMC, or due to malfunction of any facilities or equipment provided by other than the Telephone Company.
- E. In the event that such damages as described in the foregoing paragraphs are the result of labor difficulties, governmental orders, civil commotions, natural disasters or other circumstances beyond the parties' reasonable control, the liability of the parties shall be only to the extent specified in paragraph following, Allowance for Interruptions.
- F. With respect to claims of patent infringement the CMC shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with or use in connection with the Telephone Company's facilities, services or arrangements, any circuit, apparatus, system or method provided by the CMC or its subscribers.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheets 9 and 10.

**2. Regulations (Cont'd)**

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Obligations of the Carrier

- A. The CMC shall provide voice intercept announcement or distinctive tone signals, consistent with telephone industry standards, to the calling party when:
  - 1. a call is directed to a number that is not assigned by the CMC.
  - 2. a call intended to activate a signal in a paging receiver has been received and accepted by the CMC's terminal.
  - 3. a call from the Telephone Company's system is directed to a number that is unable to respond.
- B. When the CMC's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, the CMC shall either divert the call to its operator or provide a recorded announcement to the calling party advising that the call cannot be completed.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 10.

**2. Regulations (Cont'd)**

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## Interruption of Service

- A. The characteristics and methods of operation of any circuits, facilities or equipment of the CMC connected with the services, facilities or equipment of the Telephone Company shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. If such characteristics or methods of operation are not in accordance with A. preceding, the Telephone Company will, where practicable, notify the CMC that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, the Telephone Company may forthwith temporarily discontinue the use of circuit, facility or equipment if such action is reasonable under the circumstances. In case of such temporary discontinuance the CMC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. The allowance for interruption as set forth in Allowance For Interruptions following is not applicable.
- C. The physical connection of facilities and interchange of traffic may be temporarily discontinued by either party upon 30 days notice to the other for repeated or willful violation of or refusal to comply with any of the applicable provisions of this guidebook.

## Allowance for Interruptions

- A. When use of the facilities furnished by the Telephone Company is interrupted due to trouble in such facilities, and such interruption is not caused by the negligence of the CMC or its subscriber, or the fault of facilities or equipment provided by the CMC or its subscriber, the CMC shall, upon request, be allowed a credit as follows:
  1. The amount of credit to the CMC shall be an amount equal to the pro rate monthly charge specified herein for the period during which the facility affected by the interruption is out of service.
  2. All credit for interruption shall begin from the time of actual notice by the CMC to the Telephone Company that an interruption in service has occurred. No credit shall be allowed for an interruption of less than 30 minutes. The CMC shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the facility for each period of 30 minutes or major fraction.
  3. A credit shall not be applicable for any period during which the CMC fails to afford access to the facilities furnished by the Telephone Company for the purpose of investigation and clearing troubles.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheets 11 and 12.

**2. Regulations (Cont'd)**

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## Refusal and Discontinuance of Service

- A. The date when the facilities and arrangements furnished hereunder shall be placed into service shall be mutually agreed upon by the Telephone Company and the CMC. If service is not established by such date or in the event the CMC ceases to engage in the business of providing service, either party may terminate the service on one month's notice. In such case payment for facilities or arrangements provided or for costs incurred, as set forth below, may be applicable.
- B. The service shall immediately terminate upon the suspension, revocation or termination by other means of the CMC's authority to provide such services over its system.
- C. Except when disposition of a customer complaint is pending, service may be terminated by the Telephone Company upon not less than thirty days notice to the CMC for failure to pay the Telephone Company on the dates or at the times specified for the facilities and services furnished.
- D. Upon termination of the service the monthly charges payable shall be prorated to the date of termination, provided that the facility or arrangement for which such charge is levied has been in service for more than one month. In the event that the facility or arrangements has been in service for less than one month, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- E. In the event that facilities or arrangements are terminated prior to initiating service to the public, or that the CMC cancels an order for a facility or an arrangement prior to placing it in service, and the Telephone Company has incurred costs in connection with the facility or arrangement to be provided, the CMC shall reimburse the Telephone Company the full charges for one month's service together with any applicable non-recurring charges; or the reasonable costs, less net salvage, actually incurred by the Telephone Company if such costs are less than the applicable monthly and non-recurring charges.
- F. For the purpose of E. preceding, the term "costs" shall include the nonrecoverable cost of equipment and material ordered, plus the nonrecoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and any other associated costs.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheets 12 and 13.

**2. Regulations (Cont'd)**

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## Testing

- A. The Telephone Company may make reasonable tests and inspections of its facilities and may, upon notice to and coordination with the CMC, temporarily interrupt the facilities being tested or inspected.
- B. Cooperative Acceptance Testing will be performed at the request of the CMC on all new installations at a negotiated time without charge to the CMC.
- C. If the CMC does not request the Cooperative Acceptance Test at the time of installation or is not ready at the scheduled interval, charges specified in Part 21, Section 13 of this Guidebook will apply for subsequent tests.
- D. Other Testing requested by the CMC.
  - Charges specified in Part 21, Section 13 of this Guidebook may be applicable.

## Maintenance

- A. The Telephone Company is solely responsible for the maintenance of facilities provided by the Telephone Company. This includes the Telephone Company provided wiring, cable and other facilities up to the point of termination.
- B. The maintenance of the Telephone Company provided facilities will be accomplished without charge to the CMC.
- C. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to an interface means, except with the written consent of the Telephone Company.

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/1/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheets 13 and 14.

**3. Rates and Charges**

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Prices

The monthly rates and nonrecurring charges for Cellular Mobile Carrier Service rate elements are as follows:

1. Service Elements

<u>Description /Billing Code/</u>	<u>1/1/</u>	<u>Rate Classifications</u>	
		<u>2/2/</u>	<u>3</u>
<b>Recurring Charges</b>			
- Analog Access Line /CMV/	\$ 55.20	\$132.80	\$145.60
- Digital Access Line /CWM/	35.20	100.80	126.40
- Digital High Capacity Facility /LOK1X/	182.40	293.60	173.60
- DID Group of 20 Numbers /ND4/	0.00	0.00	0.00

<u>Description</u>	<u>All Rate Classifications</u>
<b>Nonrecurring Charges</b>	
- Service Request Charge	
a. Initial Service Connection	\$30.00
b. Subsequent Inside Moves, Changes or Additions	16.00
- Records Work Only Charge, per request	13.00
- Line Connection Charge, per Access Line (Analog or Digital)	316.00
- Line Connection Charge, per Digital High Capacity Facility	955.00
- DID Numbers <sup>3/</sup>	385.00

/1/ Rate 1 Classification also applies to the following Lake County Exchanges: Cedar Lake, Crown Point and Lowell.

/2/ Rate 2 Classification also applies to the following Lake County Exchanges: Dyer, East Chicago, Gary, Hammond, Highland, Merrillville, St. John and Whiting.

/3/ The Nonrecurring Charge applies to the first group of 20 DID numbers only.

/4/ Material formerly appeared in IURC No. 20, Part 14, Section 3, Sheet 15.

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