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A4. SERVICE CHARGES

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A4. SERVICE CHARGES

A4.1 Definitions

SERVICE CHARGE

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

- Line Connection Charge
- Line Change Charge
- Secondary Service Charge
- Premises Work Charge

Line Connection Charge (First Line, Additional Line) - Applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line, Additional Line) - Applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number changes and suspend/restore.

Secondary Service Charge - Applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge - A nonrecurring charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.

CUSTOMER REQUEST

The term "per customer request" as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

A4.2 Application of Charges

A4.2.1 General

- A. Except as provided hereinafter, the following are subject to service charges:
 - 1. All classes of Basic Exchange Service, ISDN, Centrex Type Services, Wide Area Telecommunications Service (IntraState), Telephone Answering Service and additional classes of service provided in this *Guidebook*. (T)
 - 2. Features and ancillary services.
 - 3. Miscellaneous service arrangements and auxiliary equipment
- B. **(DELETED)**
- C. The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces. See Section A14 for FCC approved network interfaces.
- D. Installation charges throughout this *Guidebook* may be applicable in addition to the charges in this section. (T)
- E. Service charges may be required to be paid at the time of application for service.

A4.2.2 Line Connection Charge Application

- A. The First Line Connection Charge is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- B. The Additional Line Connection Charge applies for each additional line on the customer's request after the first line.
- C. The Line Connection Charge applies:
 - 1. For the connection of each exchange access line or trunk.
 - 2. On ESSX-1 service for the connection of a Network Access Register (NAR).

A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.4 Secondary Service Charge Application (Cont'd)

- D.** The Secondary Service Charge is applicable:
1. On ESSX-1 service when installing a station line or changing a station number.
 2. On other Centrex Type Services when adding or changing the operation of a NAR.

A4.2.5 Premises Work Charge Application

- A.** The appropriate Line Connection Charge, Line Change Charge, or Secondary Service Charge applies in addition to the Premises Work Charge.
- B.** Premises Work Charges apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of fifteen minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge will also apply per additional Company employee requested.
- C.** Premises Work Charges apply for, but are not limited to:
1. Rearrangement of drop wire, protector and/or network interface.
 2. . Trouble Determination.
- D.** The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a customer requested Network Interface on existing working or non-working service.
- E.** The customer may request an estimate before ordering work done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed is based on the actual billable time necessary to complete the request.

A4.2.6 Service Charge Exceptions

- A.** Service Charges do not apply for:
1. Changing from Touch-Tone Service to Rotary-Dial Service.
 2. Changing from a private or semiprivate listing to a listed number.
 3. Changing the primary listing of a residence customer to the name of the remaining spouse in the event of death or divorce of the spouse currently listed.
 4. Changes in grade of service, e.g., from two-party to one-party.
 5. Changing from one flat, measured or message rate basic local service (including Area Plus service and Complete Choice options) to another.
 6. Converting existing service to Lifeline
 7. The establishment of a customer's equivalent service at a new/temporary location when the original premises is made uninhabitable due to a disaster such as a tornado, fire, flood, etc. In lieu of a waiver at the new/temporary location, the customer may choose to receive the waiver for the return to the original premises.
 8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
 9. (DELETED)

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A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.7 Installment Billing

- A. Service may be established in advance of payment of service charges. At the customer's option, installation and Service Charges may be paid in up to twelve monthly installments meeting or exceeding the minimum monthly payment shown below. One Installment Billing Arrangement is applicable per customer request as defined in A4.1. If Installment Billing is requested on additional installation and Service Charges incurred while a balance is due, the additional charges will be established as a Separate Installment Billing arrangement.
- B. Installment Billing is not available to resellers of local exchange service.
- C. Installment Billing Service Fee
 - 1. An Installment Billing Service Fee is applicable to Installment Billing payment arrangements established for services purchased from this *Guidebook* by residence customers, by business customers with ten lines or less, and to payment arrangements made for overdue bill balances per A2.4.3.
 - (a) The fee applies for each installment arrangement billed. It is not Concession eligible.
 - (b) Multiple Installment Billing Service fees may appear on one bill if the customer has multiple Installment Billing arrangements in effect.
 - (c) A customer paying the balance due in less than the predetermined number of installments will not be charged for unbilled installments.
 - (d) The fee will not apply to Lifeline service or CPE (Customer Provided Equipment).
- D. Rates and Charges

	Monthly Rate	USOC
1. Per month, minimum installment payments		
(a) Residence	\$5.00	NA
(b) Business	5.00	NA
2. Service Fee		
(a) Residence	1.00	NA
(b) Business	1.00	NA

A4.3 Schedule of Charges for Connecting or Changing Service

A4.3.1 Rates and Charges

	Residence	Business	USOC
A. Line Connection Charge			
1. Applies per exchange access line or trunk or per NAR on ESSX-1 service.			
(a) First Line (per customer request)	\$49.00	\$75.00	NA
(b) Additional Line (each)	30.00	75.00	NA
B. Line Change Charge			
1. Applies per exchange access line or trunk or per NAR on ESSX-1 service.			
(a) First Line (per customer request)	39.00	48.00	NA
(b) Additional Line (each)	39.00	14.00	NA
C. Secondary Service Charge			
1. Applies per customer request			
(a) Each	9.95	20.00	NA
D. Premises Work Charge			
1. First 15-minute increment or fraction thereof			
(a) Per increment	30.00	30.00	NA
2. Each additional 15-minute increment or fraction thereof			
(a) Per increment	14.00	14.00	NA

A4. SERVICE CHARGES

A4.8 Trouble Determination Charge (Cont'd)

A4.8.2 Charges

Company trouble determination to the network interface or demarcation point is provided at the following rates and charges.

- A. Option I for Residence and Business Individual Line Service which does not terminate in a communications system such as a PBX or key sytem¹

- 1. Exchange Access Line

- a. Per premises

- (1) Residence

- (a) each line

- (2) Business

- (a) each line

Nonrecurring Charge	Monthly Rate	USOC TDG
\$-	\$.50	TDG
-	.50	TDG

- B. Option III

- 1. See Business Premises Work Charges

Note 1: Option 1 is grandfathered effective April 1, 2007. Existing subscribers may retain the Option 1 plan until July 1, 2007, at which time the plan will be eliminated. The Option 1 plan is not available for customer orders taken on or after April 1, 2007.

Pages 8 through 25 are hereby deleted in their entirety and removed from this Guidebook.

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges

A5.1.1 Reserved For Future Use

A5.1.2 General

A. Construction Charges

1. Construction charges are payable upon application for service or when billing is rendered as the Company may, at its option, require.
2. Construction performed by the applicant, where authorized in this *Guidebook*, is subject to the approval of the Company. (T)
3. Additional *terms and conditions* in regard to construction on government reservations and commonly-owned property apply as set out in A5.3.4. Cable and wire facilities will be provided on private property to furnish service to a group of tenants (as in shopping centers, trailer parks, office buildings, etc.) without construction charges where, in the judgment of the Company, excessive costs are not involved. (T)
4. Except as otherwise provided herein, the *terms and conditions* in this *Guidebook* contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay the additional costs involved where a different type of construction than that proposed by the Company is desired. (T)
5. When attachments are made to poles of other companies in lieu of providing new pole line construction for which construction charges would be applicable under the provisions of this Section, the attachment rental charges to the Company for such attachments may be assessed to the applicant(s) in whole or in part as the particular circumstances may warrant. Where supporting structures owned by this Company or other companies are used to support off-premises extension circuits, charges based on cost are applicable.
6. When service which utilizes facilities subject to construction charges is disconnected and the same facilities are used to furnish service to a new subscriber, the new subscriber must assume the obligations as to construction charges of the previous subscriber. Under these circumstances the original subscriber would not be required to pay termination charges.
7. Where plant facilities are provided to furnish service to more than one customer and construction charges are involved, these charges will be divided among the customers equitably based on each customer's individual service requirements. Where the Company has a requirement for circuits in a specially constructed facility, construction charges will apply only to the portion of the specially constructed facility allocated to the subscriber's use.
8. All rates and charges quoted in this Company's *service publications* provide for the furnishing of services or channels when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. (T)
 - a. When the revenue to be derived from the service or channels is not, in the opinion of the Company, sufficient to warrant the Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of the estimated cost to be incurred, the amount depending upon the circumstances in each case.
 - b. When an applicant is so located that it is necessary to use private right-of-way to furnish service and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing, clearing and retaining such rights-of-way.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.2 General (Cont'd)

- A. Construction Charges (Cont'd)
9. When poles, conduit, or other supporting structures are provided by the customer, the customer is responsible for maintenance and replacement. When conduit is provided by the customer, the cost of excavation, fill-in, repair, and replacement, if required, in connection with maintenance or replacement of cable facilities of the Company, is borne by the customer. Underground entrance facilities are subject to the provisions of A5.1.6.B.6 and 7. (T)
10. When in the judgment of the Company unusual costs will be involved in providing a suitable opening in the exterior wall of a building for entrance wires and cables the customer will be required to provide the opening or to pay a construction charge equal to the cost incurred. When the opening is provided by the Company, liability for any defacement or damage is limited in accordance with A2.5. When in the judgment of the Company there is a likelihood that damage will result from providing the opening then the opening must be provided by the customer or applicant. When conduit for underground entrance is provided in accordance with the provisions of A5.1.6.B.3, the customer or applicant must provide the opening. When underground facilities without conduit are provided in accordance with A5.1.6.B.6 or 7, and the opening in the exterior wall will be below the existing or proposed ground level, the customer or applicant must provide the opening. (T)
- B. Additional Charges
1. Definition of Additional Charges
- a. Additional charges are those applicable under special conditions as hereinafter set forth and they are in addition to other charges specified in this *Guidebook*. (T)
- b. Additional charges may be initial nonrecurring charges, recurring monthly charges, termination charges or a combination of these types of charges. The types of additional charges applied in a specific case are determined by the Company with recurring charges being converted to nonrecurring charges and vice versa using standard time and cost of money computations.
- c. Termination charges applicable to facilities subject to construction charges represent the present worth, at the time of disconnection, of the future monthly payments due under the contract.
2. Definition of Cost
- a. The word "cost" when used in this Section refers to estimated cost involved in providing facilities for telephone service or equipment. Those costs consist of the following items to the extent they are applicable:
- (1) Cost of maintenance.
 - (2) Cost of operation.
 - (3) Depreciation on the estimated cost installed of the facilities utilized, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
 - (4) Administration and taxes on the basis of reasonable average charges for these items.
 - (5) Any other specific items of expense associated with the particular situation.
 - (6) A reasonable amount, computed on the estimated cost installed of the facilities utilized, for return and contingencies.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.2 General (Cont'd)

- B. Additional Charges (Cont'd)
2. Definition of Cost (Cont'd)
 - b. Estimated cost installed as mentioned in A5.1.2.B.2.a.(3) and (6) includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and any other investment items. "The cost installed" and "accounting costs" will, at the request of a subscriber, be recorded as actual costs by means of a Keep Cost Authorization assigned to a particular project. (T)
 3. Charges for Work Performed Outside Regular Working Hours
The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, those charges for subscriber requested overtime. The hourly overtime charge or fraction thereof will be computed at 1.5 times the current directly assigned Company labor rates, rounded to the nearest dollar. The appropriate hourly charge will depend on the force group performing the work. (T)
 4. Cancellation of Requests for Service and Equipment
When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all costs incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
 5. Delay of Installation by Customer or Applicant
When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay. These charges will be based on the costs of sustaining the investment beyond a reasonable period of time for the period of the delay.
 6. Modification of Request for Service and/or Equipment
When a customer or applicant requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
 7. Expedited Installation and Construction
When at the request of a customer or applicant the Company expedites the installation or construction of facilities at a greater expense than would otherwise be incurred, charges equal to the excess of costs on an expedited basis over the estimated costs on a normal schedule basis apply. For specific service expediting charges to advance normal service intervals see Section A4.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.2 General (Cont'd)

B. Additional Charges (Cont'd)

8. Responsibilities of Parties Other Than Customers and Applicants

When telephone facilities are to be provided at a location where at that time, there are no customers or applicants for service (for example a building being constructed for sale or rent) the property owner and his agents are required to assume the responsibilities normally assumed by the customer or applicant, except as specified in A5.1.2.A.3. The ability of the Company to provide service is dependent on the customers, applicants or property owners and their agents fulfilling their responsibilities as outlined in this Section A5. If, under these conditions in this Section or other sections, the property owner or his agents refuse to assume the normal responsibility in regard to providing telephone facilities, then no Company facilities will be provided until a bona-fide applicant for service accepts these responsibilities. (T)

9. Authority for Constructing and Installing Telephone Facilities

When in the judgment of the Company it is necessary to secure authorization from a property owner or his agents to construct or install telephone facilities at a specific location the customer or applicant is required to secure such authorization in a proper form and without expense to the Company.

A5.1.3 Pole Line Construction

A. General Distribution Facilities

1. Except as otherwise stated in this *Guidebook*, no construction charge is applicable for the provision of new general distribution pole line construction on public highways or other easements when such pole line is to be used in serving customers in general. (T)
2. Construction charges for facilities located on public highways and other easements are computed as described following for entrance facilities except that the ownership of all the supporting structures is vested in the Company.

B. Entrance Pole Line Facilities

1. Entrance poles are poles located on private property used to support central office circuits required to serve a specific building or group of buildings located on the property. Poles required to support facilities to serve subdivisions, industrial parks, or other areas where streets are dedicated to public use and where such poles are placed on dedicated street rights-of-way or in dedicated utility easements, these poles are not considered entrance poles.
2. The Company will furnish as many as two entrance poles on the property without charge and ownership and maintenance of such poles is vested in the Company. Construction charges based on cost apply for entrance poles in excess of two and the ownership and maintenance of these poles is vested in the applicant or customer.
In lieu of the arrangement described preceding, the subscriber may at his own expense provide all poles on private property (above the allowance of 2) necessary to serve him if such poles are properly located and suitable for use. Ownership and maintenance of such poles is vested in the customer or applicant. The Company may, after notice in writing to the customer, without incurring any liability thereby, discontinue furnishing service if the poles are not maintained or used in accordance with accepted safety standards.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.4 Reserved For Future Use

A5.1.5 Reserved For Future Use

A5.1.6 Underground Construction

A. General Distribution Underground Facilities

1. General distribution underground conduit is conduit in which cable facilities required to serve customers generally are placed.
2. The Company will place general distribution facilities underground without conduit where in its opinion conditions are suitable.
3. Except as otherwise stated in this *Guidebook*, no construction charge is applicable for the provision of new general distribution underground construction on public highways or other easements when such underground facilities are to be used in serving customers in general. (T)
4. Construction charges for facilities located on public highways and other easements are computed as described following for entrance facilities except that the ownership of all the supporting structures is vested in the Company.

B. Underground Entrance Facilities

1. Underground entrance facilities consist either of underground conduit in which the entrance underground cable is placed or, in lieu of conduit, where in the opinion of the Company conditions are suitable, of only excavation and fill-in in which buried underground wires or cables are placed, on private property required to serve one building or group of buildings. Entrance underground conduit is provided as specified in A5.1.6.B.3. Entrance underground facilities without conduit are provided as specified in A5.1.6.B.6. (T)
2. Where the general distribution system is underground, or is about to be placed underground, all existing customers and applicants along the route thereof are required to arrange for underground entrance conduit or underground entrance facilities without conduit to connect to the general distribution underground system.
3. The customer or applicant is responsible for providing, at his own expense, all conduit located on private property including all conduit located on easements or rights-of-way, excluding public streets and highways, dedicated to public use but maintained by the customer or applicant. The Company may also require that a pull wire be provided by the customer or applicant for the purpose of placing wire or cable.
4. At the request of a customer or applicant the Company may agree to provide conduit normally provided by the customer or applicant at charges based on cost. If a group of customers or applicants so desire and it is practicable to do so, a type of distribution may be employed where underground conduit is constructed from the public street or highway to one of the buildings and thence successively to the other buildings on the private property of the respective customers or applicants provided the facilities to provide service to one or more customers are not required to pass through the building of another customer. In such cases the construction charge is apportioned among the parties equitably, taking into consideration their respective locations.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.6 Underground Construction (Cont'd)

D. Underground Facilities Required by a Political Subdivision of a State

When a political subdivision of a state requests that existing aerial facilities be changed to underground facilities and/or that all new facilities be placed underground where a different type of construction would be used, the Company will increase its rates by a uniform percentage in the political subdivision involved in an amount sufficient to recover the difference between the cost incurred or to be incurred and the cost it would normally have incurred.

E. Local Distribution Underground Construction

1. Local distribution underground conduit is conduit between buildings on private property, other than entrance underground conduit, in which local underground cable facilities are placed for extension telephone and private branch exchange telephone lines, signaling lines, etc.
2. The customer or applicant is required to provide and maintain suitable local distribution underground conduit.
3. The Company will place local distribution facilities underground without the use of conduit where in its opinion conditions are suitable. In such cases the customer or applicant is required to provide and maintain suitable excavation and fill-in. The cost of excavation and fill-in if required in connection with maintenance or replacement of facilities of the Company is borne by the customer.
4. The application of construction charges for cable and wire facilities provided in connection with local distribution underground construction is described in A5.1.10. (T)

A5.1.7 Special Types of Construction

When a special type of construction other than those covered preceding is desired by a subscriber or where the individual requirements of a particular situation make the construction unusually expensive, the subscriber is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the subscriber.

A5.1.8 Rearrangements of Existing Plant

When the Company is requested to move or change existing plant for which no specific charge is quoted in this *Guidebook*, the person at whose request such move or change is made may be required to bear the costs incurred. (T)

A5.1.9 Construction Required For Temporary Service

When construction is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber may be required to bear all or a portion of the cost of such construction.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.10 Application of Installation And Carrying Charges for Cable and Wire Facilities

- A. Entrance cable and wire facilities in excess of the allowances stated in A5.1.3 and A5.1.6 will be provided on the basis of the following plan:
 - 1. A nonrecurring charge, based on cost, representing the capital cost of construction, will be applicable for all customers.
 - 2. In addition, a monthly recurring charge, based on cost, representing the maintenance and administrative costs associated with the facilities, will be applicable to multi-line business and seasonal dwelling customers only.
 - 3. Under this plan, where a portion of the facilities must be replaced at a later date due to having served its useful life, charges apply to the replacing of facilities placed after 11-2-79 as if such facilities were installed new.
- B. When it is known or realized that the life of all or a part of outside circuit extensions will be shorter than the normal life of the plant or the cost of providing the plant is such as to render inadequate the mileage charges or the monthly cable carrying charges in lieu of mileage charges quoted in Section A13, construction charges apply as set out in A5.1.10.A for entrance facilities, except that no allowance is given in connection with extension lines. (T)
- C. Cable and wire facilities specifically provided for off-premise circuits will be furnished in accordance with the provisions of A5.1.10.A.
- D. Ownership and maintenance of cable and wire facilities for on-premises and off-premises circuits provided with or without construction charges is vested in the Company.

A5.1.11 Special Construction Charges for Multiple Lines Terminated at Private Residence Locations

- A. When a subscriber requests more than five (5) lines or requests additional lines that result in more than five (5) total lines to a residence location, special construction charges may apply. If existing facilities are not available to satisfy the subscriber's request, it may be necessary to place an additional service drop or to use approved electronics to avoid placing a cable. If electronics are utilized, the subscriber shall be responsible for the non-reusable material costs and the labor costs, including removing and relocating the electronics. If the Company deems it appropriate to place a cable from the right-of-way or easement to the premises, the special construction charges should include the costs to construct the cable and the terminal which are not reusable for other subscribers.
- B. When a subscriber requests more than five (5) lines or requests additional lines that results in a total of more than five lines at a residence location that requires the reinforcement of the distribution cable, special construction charges shall apply for the portion of the distribution facility that would not normally have been placed at that location by the Company.
 - 1. If the cable is sized to serve only the subscriber's request, i.e. the existing cable is properly sized for the current additional line usage for that location, the total cost for the construction of the cable and associated terminal (s) shall be billed to the subscriber making the request.
 - 2. If the cable is sized to reinforce the existing distribution facility as well as serve the subscriber's request, only the portion of the material and labor costs above the costs to reinforce the embedded cable shall be billed to the subscriber making the request.
- C. The Company reserves the right to require a customer to pay special construction charges prior to the start of construction.
- D. Construction charges may apply to a private residence location in accordance with other provisions contained within Section A5 for subscriber requests of five (5) or less lines. (T)

A5.1.12 Engineering Work Preparation Fee

A one-time Engineering Work Preparation Fee of \$500 will apply for the preparation of a quotation for custom work which may require construction charges. This fee is applicable prior to preparation of an estimate for custom work requiring construction charges and will be applied regardless of whether or not the work is ultimately performed for the customer. The Engineering Work Preparation Fee is nonrefundable; however, should the customer proceed with the custom work the fee will be applied against the special construction charges. If work is determined not to be a custom work order after the field visit by the engineer, the fee will be refunded to the customer.

The Engineering Work Preparation Fee provides for the development and preparation of a detailed estimate of cost including any appropriate engineering costs incurred in the preparation of this quotation. The customer will be advised of this charge and must agree to pay it before development of the quotation will commence. Preparation of the quotation will begin after the Engineering Work Preparation Fee is received by the Company.

Payment of the Engineering Work Preparation Fee does not assign, confer, or transfer title or ownership rights to proposals or equipment, designed or furnished by the Company. Title and ownership rights for any item developed at the customer's request remains with the Company except as specifically provided by an agreement between all parties.

The Company has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.2 Reserved For Future Use

(M)

A5.3 Charges For Unusual Installations

(T)

A5.3.1 (DELETED)

(M)

A5.3.2 Reserved for Future Use

(M)

A5.3.3 Reserved for Future Use

(M)

A5.3.4 Construction On Government Reservations Or Commonly Owned Property

- A. The Company will provide facilities on property occupied by governmental agencies and/or commonly owned property associated with condominiums, cooperative apartments and so on, only if legal easements are furnished without expense being incurred by the Company. The amount of facilities to be provided on such property without construction charges will be determined in each case by the Company. For this property, responsibility normally assumed by the customer or applicant in connection with the installation and maintenance of facilities on private property, must be assumed by the governmental agency or condominiums or cooperative association administering the common property.
- B. *Terms and conditions* in A5.3.4.A also apply when facilities are to be provided on property owned by a party other than the building owner. Under these circumstances the building owner will be required to secure legal easements and to assume the responsibility normally assumed by a customer or applicant. (T)
- C. When a part of a building or other property is owned by one party and the other by other parties, these parties either at the time telephone facilities are to be installed or at the time a division in ownership is made, must designate a responsible party or parties acceptable to the Company who will agree to assume responsibility normally assumed by the customer, applicant, building owner or his agent.
- D. When service is furnished by using facilities provided in accordance with A5.3.4.A, B and C, and the parties do not comply with the *terms and conditions* of this Section or other Sections of this *Guidebook*, or do not maintain the facilities provided in a proper manner, the Company may without incurring any liability thereby discontinue furnishing service which is provided by using those facilities. (T)

A5.3.5 Clean Environment Equipment

- A. When, in the opinion of the Company, environmental conditions are expected to exist which could cause excessive maintenance problems and expense in connection with telephone service and equipment, the customer may be required to pay additional charges based on cost for "Clean Environment" equipment provided by the Company.
- B. In lieu of the arrangement in A5.3.5.A, the customer may, at his expense, provide an arrangement acceptable to the Company to insure clean environmental conditions. The Company may, after notice in writing to the customer, without incurring any liability thereby, discontinue furnishing service if the customer does not maintain his equipment in a manner which insures continuing clean environmental conditions. (T)

A5.3.6 Special Types of Cabling

For ordinary installations, the Company will use a standard type of inside cable of a size required to meet installed equipment requirements. When the specific requirements for a particular installation result in the customer or applicant choosing a type of cable other than this standard, rates and charges will apply as described in the following paragraphs.

- A. Fire Retardant Cable
 - 1. This type of cable has insulation, core wrap, and jacket made of flame retardant materials, and may be used in air return plenums without conduit where authorized by local codes.
 - 2. The charges for Fire Retardant Cable are in addition to other rates and charges that may apply.
 - 3. Charges for Fire Retardant Cable per each 25 feet or fraction thereof:

	Nonrecurring	
	Charge	USOC
(a) 2-pair	\$ 4.85	TEWO2
(b) 4-pair	5.70	TEWO4
(c) 25-pair	39.00	TEW25

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.4 Special Service Arrangements

A5.4.1 General

Where practical, special equipment and arrangements not otherwise provided for in this *Guidebook* are furnished if they are in accord with authorized service offerings and if they are to be used in connection with and not detrimental to any of the services furnished by the Company. Charges for such special service arrangements will be based on the estimated costs computed in accordance with A5.1.2.B.2. (T)

A5.4.2 Reserved For Future Use

A5.4.3 Reserved For Future Use

A5.5 Reserved For Future Use

A5.6 Reserved For Future Use

A5.7 Reserved For Future Use

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan

A5.8.1 General

The Company will provide full or partial Emergency Service Continuity, subject to the rates, terms and conditions stated herein. Service is provided subject to a determination by the Commission, either upon petition by the Company or upon the Commission's own motion, that a Telecommunications Service Provider (TSP) has effectively abandoned service to its end users or that some other sufficient emergency (e.g., bankruptcy) exists to justify use of this *guidebook*. (T)

A5.8.2 Definition of Terms

ABANDONMENT DATE

The date determined by the Commission that a TSP abandoned or discontinued service to its end users, or the date that some other sufficient emergency exists to justify use of this *guidebook*. (T)

ABANDONED END USER

The former subscriber of a TSP that receives service under the *terms and conditions* of this *guidebook*. (T)

COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)

Any person or entity possessing a certificate to provide local exchange or exchange access services in conjunction with a Local Exchange Company.

EMERGENCY SERVICE CONTINUITY

The service(s) provided pursuant to this *guidebook*. (T)

NEW SERVICE PROVIDER

The service provider affirmatively chosen by an Abandoned End User. A new service provider can be either a TSP (CLEC, Interexchange Carrier (IXC) or ILEC) or the Company.

RESALE

Occurs when an entity purchases telecommunications service(s) on a wholesale basis from the Company and resells those service(s) to its customers.

TELECOMMUNICATIONS SERVICE PROVIDER (TSP)

A CLEC, IXC or ILEC.

A5.8.3 Application

- A. From the Abandonment Date until an Abandoned End User is transitioned to a New Service Provider, or until denial or disconnection of service as provided in A5.8.4, the Company will provide each Abandoned End User with the telecommunications service existing at the end user premises at the time of the Company's assumption of responsibility under this *guidebook*. Abandoned End Users will not be able to modify the telecommunications service until electing a New Service Provider. (T)
- B. The Company will provide its standard maintenance and repair services, where applicable, while providing Emergency Service Continuity.

A5.8.4 Notice

- A. Promptly after receipt of the Commission determination of abandonment or other emergency, the Company will provide notice to Abandoned End Users through the Company's service facilities and/or the public media. The notice will inform Abandoned End Users that:
 1. Abandoned End Users may continue to receive telecommunications service through the Emergency Service Continuity Plan for a minimum period of fourteen (14) days from the date initial notice is given while Abandoned End Users decide upon and transition to a New Service Provider.
 2. After the notice in *paragraph* 1 has been given and the time period in *paragraph* 1 has transpired, service will be denied unless the Abandoned End User has either transitioned to a New Service Provider or has placed an order to transition to a New Service Provider and that order is being processed. When service is denied, the Abandoned End User will be unable to make or receive calls; (T)
 3. After the time period in *paragraph* 1 has passed and a minimum of fourteen (14) additional days have transpired, service will be disconnected unless the Abandoned End User has either transitioned to a New Service Provider or has placed an order to transition to a New Service Provider and that order is being processed. (T)
- B. Use of Company facilities may be discontinued without notice at any time after an Abandoned End User has transitioned to a New Service Provider that does not require use of Company facilities.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Emergency Service Continuity Plan (Cont'd)

A5.8.5 Conditions

- A. Emergency Service Continuity will be provided where the Company has been the underlying facilities provider through a resale or a UNE-P arrangement with a TSP.
- B. To provide Emergency Service Continuity, the Company must have permission, either directly or through Commission order, to use the customer service record information of Abandoned End Users.
- C. To provide Emergency Service Continuity, the Company must have a waiver of any applicable Commission requirements relating to verification of a change in service provider and the "preferred local carrier freeze".
- D. All other non-rate terms and conditions applicable to general subscriber service (including, without limitation, the limits on the Company's liability for failure to provide service) apply to Emergency Service Continuity.

A5.8.6 Rates

- A. For each Abandoned End User that selects a New Service Provider other than the Company, the Company will charge the New Service Provider a rate equivalent to the appropriate 2-wire loop, port and feature rates (switch as is) in that provider's interconnection agreement for the period from the Abandonment Date through the last date the Company provides Emergency Service Continuity. Thereafter, the applicable rates, terms and conditions of the interconnection agreement for services ordered by the New Service Provider shall be charged, collected and observed.
- B. For each Abandoned End User that selects the Company as its New Service Provider, the Company may charge from the Abandonment Date the rates applicable to the services provided to the end user by the Company consistent with the Company's General *Exchange Guidebook*.

(T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.9 Charges For Circuits With Terminations In The "Same Building"

- A. When due to the size of a building, or where for other reasons it is necessary, in the judgment of the Company, to provide exterior or special cable and wire facilities, additional charges apply based on the difference between the estimated cost to be incurred and the estimated cost that would have been incurred if standard interior cable and wire facilities had been installed.
- B. Where two or more structures are under separate roofs but are connected by enclosed passageways which are over 100 feet in length, the cost of the interior cable and wire facilities in excess of 100 feet are applicable in addition to other rates and charges. If, in the judgment of the Company, exterior type cable or wire facilities are required between terminations in different structures, then charges apply as though each structure were a separate building.

A5.10 Reserved For Future Use

A5.11 Pole And Anchor Attachment

A5.11.1 Application Of *Guidebook*

This *Guidebook* contains the rates, terms and conditions applicable to pole and anchor attachment accommodations granted to attachee by the Company.

(T)

(T)

A5.11.2 Definition Of Terms

ANCHOR

An assembly (rod and fixed object or plate owned by the Company) designed to resist the pull of a guy strand, for which the Company is responsible for authorizing the attachment of attachee's facilities.

ANCHOR ATTACHMENT

A guy strand attached to an anchor.

ATTACHEE

The InterLATA Carrier or cable television system operator authorized by the Company to attach its facilities to poles and anchors.

ATTACHEE'S FACILITIES

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the attachee which are attached to a pole and/or anchor.

CABLE TELEVISION SYSTEM

A non-broadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

CABLE TELEVISION SYSTEM OPERATOR

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

CATV

Cable Television or Cable Television System

GUY STRAND

A metal cable attached to a pole and anchor (or another pole) for the purpose of increasing pole stability.

INTERLATA CARRIER

The term "InterLATA Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interLATA communications by wire or radio.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.2 Definition Of Terms (Cont'd)

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within the state. (T)

JOINT USER

A party which may attach to a pole or anchor or occupy a conduit owned by the Company in return for granting the Company equivalent rights of attachment or occupancy to poles, anchors, and/or conduit which it owns.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

MAKE-READY WORK

All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or other changes required to accommodate the attachee's facilities on a pole and/or anchor.

POLE

A pole owned by the Company.

POLE ATTACHMENT

Any item of attachee's facilities affixed to a pole.

PRE-AUTHORIZATION SURVEY

All work operations required, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate attachee's facilities on a pole and/or anchor.

A5.11.3 Undertaking Of The Company

A. Scope

Subject to the provisions of this *Guidebook*, the Company will authorize the attachment of an attachee's facilities to a pole and/or anchor for the purpose of providing the services of a cable television system, or for InterLATA carrier traffic subject to access charges. Rentals to all other occupants of Company poles and/or anchors will be grandfathered as to their use of the structures as of March 1, 1985. (T)

B. Limitations

1. No use, however extended, of a pole and/or anchor or payment of any charges required under this *Guidebook* shall create or vest in the attachee any easements or any ownership or property rights of any nature in such pole and/or anchor. (T)

2. Nothing contained in this *Guidebook* shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain a pole and/or anchor or other facilities for use by an attachee that is not needed for the Company's own service requirements. (T)

3. Nothing contained in this *Guidebook* shall be construed as a limitation, restriction or prohibition against the Company with respect to any condition of franchise, agreement and arrangement which the Company has entered into with others not covered by this *Guidebook* regarding the poles and/or anchors covered by this *Guidebook*. (T)

4. Nothing contained in this *Guidebook* shall be construed to compel the Company to provide space on a pole or in an anchor where the Company has determined no available capacity exists. (T)

5. Attachees shall not use Company structures in order to provide services that infringe upon this Company's franchise rights.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.3 Undertaking Of The Company (Cont'd)

C. Liability

1. The Company reserves to itself the right to locate and maintain its poles, anchors and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the attachee for any interruption of attachee's service; for interference with the operation of the attachee's facilities; for any special, indirect or consequential damages arising in any manner, out of attachee's use of the Company's anchors and/or poles.
2. The Company shall exercise precaution to avoid damaging the facilities of the attachee; make an immediate report to the attachee of the occurrence of any such damage caused by its employees, agents or contractors; and agrees to reimburse the attachee for all reasonable costs incurred by the attachee for the physical repair of such damaged facilities.

D. Termination of Authorizations

1. Authorizations for pole and anchor attachments granted under the provisions of this *Guidebook* may be terminated by the Company if:
 - a. the attachee's insurance carrier shall at any time notify the Company that the policies of insurance, as required by A5.11.4.E will be cancelled or changed so that those requirements will no longer be satisfied,
 - b. any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked,
 - c. the attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking,
 - d. the attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular pole and/or anchor covered by an authorization,
 - e. the attachee fails to comply with any of the provisions of this *Guidebook* or defaults in any of its obligations hereunder, (T)
 - f. the attachee ceases to provide its services in the area covered by this *Guidebook*, or (T)
 - g. the carrier services being provided via poles cease to have access charges applicable to such services.
2. The Company will promptly notify the attachee in writing of any condition(s) applicable in A5.11.3.D. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If attachee fails to discontinue or correct such condition(s) and fails to give the required written confirmation to the Company within the time period required, the Company may immediately terminate the attachment authorization(s) affected by the condition(s).

E. Notices

- All written notices required under this *Guidebook* shall be given by posting the same in first class mail. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.4 Obligation Of Attachee

A. Legal Requirements

1. Attachee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and maintain its facilities on such public or private property before it attaches its facilities to poles and/or anchors located on the same public and/or private property.
2. The attachee and Company shall at all times observe and comply with, and the provisions of this *Guidebook* are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this *Guidebook*. (T)
3. No authorization granted under this *Guidebook* shall extend to any pole or anchor where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such poles or anchors are located. If the existence of attachee's facilities on a pole or anchor would cause a forfeiture of the right of the Company or joint user, or both to occupy such property, attachee agrees to remove its facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within (60) days of receipt of such written notification the Company may perform and/or have performed such removal and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result. (T)

B. Assignment Of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not inure to the benefit of attachee's successors or assigns without the prior written consent of the Company. The Company shall not unreasonably withhold such consent. In the event such consent is granted by the Company, the provisions of this *Guidebook* shall apply to and bind the successors and assigns of the attachee. (T)

C. Construction, Maintenance and Removal of Attachee's Facilities

The attachee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Manual of Construction Procedures (Blue Book) and Company-administered practices.

D. Claims and Damages

1. The attachee shall exercise precaution to avoid damaging the facilities of the Company and others attached to poles and/or anchors and the attachee assumes all responsibility for such damage caused by attachee's employees, agents or contractors.
2. Attachee shall make an immediate report to the owner of the facilities that are so damaged and reimburse such party for the costs incurred in making the required repairs.
3. Attachee shall promptly advise the Company of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the attachee's facilities. Copies of all accident reports and statements made to attachee's insurer by the attachee or others, shall be furnished promptly to the Company.
4. The attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees or agents, from and against any and all claims, demands, causes of action and costs, including attorney's fees, for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by any negligent act or omission in whole or in part of the attachee's employees, agents or contractors on or in the vicinity of the Company's poles, anchors and/or guys in the erection, maintenance, use or removal of attachee's facilities.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.4 Obligation Of Attachee (Cont'd)

D. Claims And Damages (Cont'd)

5. Attachee's employees and employees of attachee's contractors shall assure themselves that any pole to be climbed has sufficient strength or is adequately based or guyed to support the weight of the said employees. The Company makes no warranty with respect to the condition of any of its facilities, and the attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees, agents and contractors, from and against any and all claims, demands, causes of action and cost, including attorney's fees, for injury to or death of attachee's employees or employees of attachee's contractors resulting from negligence in whole or in part of attachee, its contractors or their employees.
6. The attachee shall indemnify, protect and save harmless the Company and joint user from any and all claims, demands, causes of action and costs, including attorney's fees, which arise directly or indirectly from the construction and operation of attachee's facilities, based upon taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with poles, anchors and/or guys or otherwise.
7. Attachee shall indemnify, protect and save harmless the Company and joint user from any and all damages and costs imposed on the Company and joint users as a result of acts by the attachee, its employees, agents or contractors, for the cost of relocating utility poles, anchors and/or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.

E. Insurance

1. The attachee shall obtain and maintain insurance including endorsements insuring the indemnification provisions of this **Guidebook** and contractual liability coverage issued by an insurance carrier satisfactory to the Company to protect the Company and joint user from and against any and all claims, demands, causes of action, judgments, costs, including attorney's fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in A5.11.4.D. The amounts of such insurance against:
 - a. liability due to damage to property shall not be less than \$300,000 as to any one occurrence, and \$500,000 aggregate, and/or
 - b. liability due to injury or death of persons shall not be less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.
2. All insurance required in accordance with A5.11.4.E.1 must be effective before the Company will authorize attachment to a pole and/or anchor and shall remain in force until all of attachee's facilities have been removed from all such poles and/or anchors. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made.
3. The attachee shall submit to the Company certificates by each company insuring the attachee to the effect that it has insured the attachee for all liabilities of the attachee covered by this **Guidebook** and that it will not cancel or change any policy of insurance issued to the attachee except after (60) days written notice to the Company.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.7 Make-Ready Requirements

A. Pole And/Or Anchor

1. When an application for attachment to a pole and/or anchor is submitted by an attachee, a pre-authorization survey will be required to determine the adequacy of the existing pole and anchor to accommodate attachee's facilities. Utilization of the available capacity of an existing anchor, when such utilization does not result in a reduction of the holding capacity below the level normally required by the Company for safety or other purposes, will be permitted at the option of the Company and agreement by the attachee to payment of the charges as specified in A5.11.9. The Company will advise the attachee in writing of the estimated charges that will apply for such pre-authorization survey and receive payment from the attachee before undertaking any portion of the pre-authorization survey. (T)
2. The field inspection portion of the pre-authorization survey, which requires the visual inspection of existing poles and anchors will be performed by the Company (with optional participation by joint user and/or attachee). The administrative processing portion of the pre-authorization survey, which includes the processing of the application, the preparation of the make-ready work orders, the coordination of work requirements and schedules with joint users and other attachees will be performed by the Company.
3. In the event the Company determines that a pole and/or anchor to which attachee desires to attach is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachee's facilities, the Company will advise the attachee in writing of the estimated make-ready charges that will apply. Attachee shall have (90) days from receipt of said written notification to indicate its authorization for completion of the required make-ready work by rendering payment of the stated charges. However, if the Company receives a request from an additional applicant for attachment to a pole or anchor for which written notification has been sent to an initial attachee, the initial attachee must authorize completion of the pending make-ready work within (15) days after receipt of written notification from the Company of the additional attachment request or until the end of the aforementioned (90) day period, whichever period of time is shorter.
4. Make-ready work will be performed following receipt of the required advance payment by the Company. Attachee shall pay the Company for all make-ready work in accordance with the provisions of this *Guidebook* and shall also make arrangements with the owners of other facilities attached to such poles or anchors regarding reimbursement for any expense incurred by them in transferring or rearranging their facilities to make such attachment accommodations available. Attachee shall not be entitled to reimbursement of any amounts paid to the Company for pole or anchor replacements or for rearrangement of facilities on a pole or anchor by reasons of the use by the Company, joint user, governmental entity or other authorized users of any additional capacity resulting from such replacement or rearrangement. (T)
5. Should the Company, joint user or a governmental entity with pole or anchor attachment rights need, for its own service requirements, to attach additional facilities to any pole or anchor to which attachee is attached, or avail itself of the holding capacity of an anchor being utilized by an attachee, attachee will either rearrange its facilities on the pole or anchor or transfer them to a replacement pole or anchor as determined by the Company so that the additional facilities of the Company, joint user or governmental entity may be attached. The cost of such rearrangement and/or transfer including replacement of an anchor will be at the sole expense of the attachee. If attachee does not rearrange or transfer its facilities within (15) days after receipt of written notice from the Company requesting such rearrangement or transfer, the Company or joint user may perform or have performed such rearrangement or transfer and the attachee shall be liable for the full costs thereof.

B. Work Schedule

- In performing all make-ready work to accommodate attachee's facilities, the Company will endeavor to include such work in its normal work load schedule. (M)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

(M)

A5.11.8 Inspection Of Pole And Anchor Attachments

A. Procedures

1. The Company reserves the right to make periodic inspections of any part of attachee's facilities attached to a pole or anchor owned by the Company.
 - a. The frequency and extent of such inspections by the Company will depend upon the attachee's performance in relation to the requirements of A5.11.4.C. (T)
 - b. The Company will give attachee advance written notice of such inspections except in those instances where, in the sole judgment of the Company, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the attachee.
 - c. Whenever it is necessary for the Company to inspect the attachments to its facilities to observe construction activities or to provide plant protection during attachee's daily work operations, the Company will prepare and issue a bill to recover all expenses incurred by the Company for such inspections.
2. The making of periodic inspections or the failure to do so shall not operate to relieve the attachee of any responsibility, obligation or liability imposed by this *Guidebook*. (T)

B. Unauthorized Attachment

1. If any of the attachee's facilities shall be found attached to a pole or anchor for which there is no authorization outstanding, the Company, without prejudice to its other rights or remedies under this *Guidebook*, including termination of authorization(s), may impose a charge and require attachee to submit in writing, within (15) days after receipt of written notification from the Company of the unauthorized attachment, a pole or anchor attachment application. If such application is not received by the Company within the specified time period, attachee may be required to remove its unauthorized attachment within (30) days of the final date for submitting the required application, or the Company may at its option remove attachee's facilities without liability, and the expense of such removal shall be borne by the attachee. (T)
2. For the purpose of determining the applicable charge, all unauthorized pole or anchor attachments shall be treated as having existed since the most recent reconciliation or for the period beginning with the date on which the attachee was initially authorized to attach facilities of the same system to poles or anchors, whichever period shall be the shorter; and the rates shall be twice the rate specified in A5.11.9.B in addition to twice the "make ready" charge that would have been imposed if the attachment had been properly authorized. This charge shall be due and payable forthwith whether or not the attachee is permitted to continue the pole or anchor attachment. (T)
3. No act nor failure to act by the Company with regard to any unauthorized use shall be deemed as a ratification of the unauthorized use; and if authorization should subsequently be issued, such authorization shall not operate retroactively nor constitute a waiver by the Company of any of its rights or privileges under this *Guidebook* nor otherwise; provided, however, that the attachee shall be subject to all liabilities, obligations and responsibilities of this *Guidebook* in regard to said unauthorized use from its inception. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.11 Pole And Anchor Attachment (Cont'd)

A5.11.9 Rates And Charges (Cont'd)

C. Nonrecurring Charges

1. Determination

Charges for all work performed by the Company or by its authorized representative in connection with the furnishing of pole and/or anchor accommodations as covered by this *Guidebook* shall be based upon the full cost, plus 10 percent (10%) of such amount, to the Company for performance of such work. Such charges will apply for, but not be limited to, pre-authorization survey, make-ready work, rearrangement, inspection and removal of attachee's facilities, and supervision, at the option of the Company, of attachee performed work in and around the immediate vicinity of the pole and/or anchor accommodations. (T)

2. Replacement Of Facilities

The charge for replacement of a pole or anchor required to accommodate attachee's facilities shall be based on the Company's fully installed costs less salvage value, if any.

D. Composite Rate

1. General

a. A composite rate based on relative pole population will be used until accurate records can be obtained from a survey of existing attachments. (T)

b. This rate will be effective until completion of the survey at which time retroactive billing adjustments will be made.

2. Rates

a. Composite Rate

(1) Per pole attached

	Rate	USOC
(a) Each	\$7.95	NA

(M)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy

(T)

A5.12.1 Application Of *Guidebook*

(T)(M)

This *Guidebook* contains the rates, terms and conditions applicable to conduit occupancy accommodations granted to attachee by the Company.

(T)(M)

A5.12.2 Definitions Of Terms

ATTACHEE

The InterLATA Carrier or cable television system operator authorized by the Company to place its facilities in a conduit system.

ATTACHEE'S FACILITIES

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the attachee which occupy a conduit system.

CABLE TELEVISION SYSTEM

A non-broadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

CABLE TELEVISION SYSTEM OPERATOR

The business entity, whether a natural person, partnership, corporation, or association, which offers for sale the services of a cable television system.

CATV

Cable Television or Cable Television System

CONDUIT

A structure, usually underground, containing one or more ducts.

CONDUIT OCCUPANCY

Occupancy of a conduit system by any item of attachee's facilities.

CONDUIT SYSTEM

Any combination of ducts, conduits, manholes, hand-holes, and vaults joined to form an integrated whole, which is owned by the Company.

DUCT

A single enclosed raceway for conductors or cables.

INTERLATA CARRIER

The term "InterLATA Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in InterLATA communications by wire or radio.

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" denotes any communications within the state.

(T)

JOINT USER

A party which may attach to a pole or anchor or occupy a conduit owned by the Company in return for granting the Company equivalent rights of attachment or occupancy to poles, anchors, and/or conduit which it owns.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.3 Undertaking of The Company

A. Scope

Subject to the provisions of this *Guidebook*, the Company will authorize the placement of an attachee's facilities in a conduit system for the purpose of providing the services of a cable television system, or for InterLATA carrier traffic subject to access charges. Rentals to all other occupants of Company conduit will be grandfathered as to their use of the structures as of December 4, 1985, and existing contracts will be canceled at their earliest possible date. At the discretion of the Company, this *Guidebook* may be expanded from time to time to include other occupants. (T)

B. Limitations

1. No use, however extended, of a conduit system or payment of any charges required under this *Guidebook* shall create or vest in the attachee any easements or any ownership or property rights of any nature in such conduit system. (T)
2. Nothing contained in this *Guidebook* shall be construed to compel the Company to construct, reconstruct, retain, extend, repair, place, replace or maintain conduit or other facilities for use by an attachee that is not needed for the Company's own service requirements. (T)
3. Nothing contained in this *Guidebook* shall be construed as a limitation, restriction or prohibition against the Company with respect to any condition of franchise, agreement and arrangement which the Company has heretofore entered into with others not covered by this *Guidebook* regarding the conduit systems covered by this *Guidebook*. (T)
4. Nothing contained in this *Guidebook* shall be construed to compel the Company to provide space in a conduit system where the Company has determined no available capacity exists. (T)
5. Attachees shall not use Company structures in order to provide Services that infringe upon this Company's franchise rights.

C. Liability

1. The Company reserves to itself the right to locate and maintain its conduit systems and operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the attachee for any interruption of attachee's service; for interference with the operation of the attachee's facilities; for any special, indirect or consequential damages arising in any manner, out of attachee's use of the Company's conduit systems.
2. The Company shall exercise precaution to avoid damaging the facilities of the attachee; make an immediate report to the attachee of the occurrence of any such damage caused by its employees, agents or contractors; and agrees to reimburse the attachee for all reasonable costs incurred by the attachee for the physical repair of such damaged facilities.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.3 Undertaking of The Company (Cont'd)

D. Termination of Authorizations

1. Authorizations for conduit system occupancy granted under the provisions of this *Guidebook* may be terminated by the Company if:
 - a. The attachee's insurance carrier shall at any time notify the Company that the policies of insurance, as required by A5.12.4.E will be cancelled or changed so that those requirements will no longer be satisfied. (T)
 - b. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the attachee's facilities is denied or revoked.
 - c. The attachee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking.
 - d. The attachee ceases to have authority to construct and operate its facilities on public or private property at the location of a particular conduit covered by an authorization,
 - e. The attachee fails to comply with any of the provisions of this *Guidebook* or defaults in any of its obligations hereunder, (T)
 - f. The attachee ceases to provide its services in the area covered by this *Guidebook*, or (T)
 - g. The carrier services being provided via conduit cease to have access charges applicable to such services.
2. The Company will promptly notify the attachee in writing of any condition(s) applicable in A5.12.3.D.1. The attachee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to the Company within (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If attachee fails to discontinue or correct such condition(s) and fails to give the required written confirmation to the Company within the time period required, the Company may immediately terminate occupancy authorization(s) affected by the condition(s). (T)

E. Notices

All written notices required under this *Guidebook* shall be given by posting the same in first class mail. (T)

A5.12.4 Obligation Of Attachee

A. Legal Requirements

1. Attachee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and maintain its facilities on such public or private property before it occupies conduit located on the same public and/or private property.
2. The attachee and Company shall at all times observe and comply with, and the provisions of this *Guidebook* are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the attachee and the Company under this *Guidebook*. (T)
3. No authorization granted under this *Guidebook* shall extend to any conduit system where the attachment or placement of attachee's facilities would result in a forfeiture of the rights of the Company or joint users to occupy the property on which such conduit system is located. If the existence of attachee's facilities in a conduit system would cause a forfeiture of the right of the Company or joint user, or both to occupy such property, attachee agrees to remove its facilities forthwith upon receipt of written notification from the Company. If the attachee has not completed such removal within (60) days of receipt of such written notification the Company may perform and/or have performed such removal and attachee agrees to pay the Company or joint user or both, the cost thereof and for all losses and damages that may result. (T)(M)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.4 Obligation Of Attachee (Cont'd)

B. Assignment Of Rights

Attachee shall not assign or transfer any authorization granted hereunder and such authorizations shall not inure to the benefit of attachee's successors or assigns without the prior written consent of the Company. The Company shall not unreasonably withhold such consent. In the event such consent is granted by the Company, the provisions of this *Guidebook* shall apply to and bind the successors and assigns of the attachee.

C. Construction, Maintenance and Removal Of Attachee's Facilities

1. The attachee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Manual of Construction Procedures (Blue Book) and Company-administered practices.

2. The attachee's employees, agents or contractors will be permitted to enter or work in the Company's manholes only when an authorized agent or employee of the Company is present. The attachee agrees to pay, in accordance with the terms and conditions of A5.12.9.C for having the Company's agent or employee present when attachee's work is being done in the Company's manholes. The presence of the Company's authorized agent or employee shall not relieve the attachee of its responsibility to conduct all of its work operations in and around the Company's manholes in a safe and workmanlike manner and in accordance with A5.12.4.C.1.

D. Claims and Damages

1. The attachee shall exercise precaution to avoid damaging the facilities of the Company and others occupying a conduit system and the attachee assumes all responsibility for such damage caused by attachee's employees, agents or contractors.

2. Attachee shall make an immediate report to the owner of the facilities that are so damaged and reimburse such party for the costs incurred in making the required repairs.

3. Attachee shall promptly advise the Company of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the attachee's facilities. Copies of all accident reports and statements made to attachee's insurer by the attachee or others, shall be furnished promptly to the Company.

(M)

(T)

(T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.4 Obligation Of Attachee (Cont'd)

D. Claims And Damages (Cont'd)

4. The attachee shall indemnify, protect and save harmless the Company, its directors, officers, employees or agents, from and against any and all claims, demands, causes of action and costs, including attorney's fees, for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by any negligent act or omission in whole or in part of the attachee's employees, agents or contractors on or in the vicinity of the Company's conduit systems in the erection, maintenance, use or removal of attachee's facilities.
5. The attachee shall indemnify, protect and save harmless the Company and joint user from any and all claims, demands, causes of action and costs, including attorney's fees, which arise directly or indirectly from the construction and operation of attachee's facilities, based upon taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees, for infringement of patents with respect to the manufacture, use and operation of attachee's facilities in combination with conduit systems or otherwise.
6. Attachee shall indemnify, protect and save harmless the Company and joint user from any and all damages and costs imposed on the Company and joint users as a result of acts by the attachee, its employees, agents or contractors, for the cost of relocating conduit system resulting from a loss of right-of-way or property owner consents and/or the cost of defending these rights and/or consents.

E. Insurance

1. The attachee shall obtain and maintain insurance including endorsements insuring the indemnification provisions of this **Guidebook** and contractual liability coverage issued by an insurance carrier satisfactory to the Company to protect the Company and joint user from and against any and all claims, demands, causes of action, judgments, costs, including attorney's fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in A5.12.4.D. The amounts of such insurance against:
 - a. Liability due to damage to property shall not be less than \$300,000 as to any one occurrence, and \$500,000 aggregate, and/or
 - b. Liability due to injury or death of persons shall not be less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.(T)
2. All insurance required in accordance with A5.12.4.E.1 must be effective before the Company will authorize occupancy of a conduit system and shall remain in force until all of attachee's facilities have been removed from all such conduit systems. In the event that attachee shall fail to maintain the required insurance coverage, the Company may pay any premiums thereon falling due and the attachee shall forthwith reimburse the Company for any such premium payments made. (T)
3. The attachee shall submit to the Company certificates by each company insuring the attachee to the effect that it has insured the attachee for all liabilities of the attachee covered by this **Guidebook** and that it will not cancel or change any policy of insurance issued to the attachee except after (60) days written notice to the Company. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.6 Occupancy Applications (Cont'd)

B. Multiple Applications (Cont'd)

2. Processing

Processing of multiple applications by the Company will be as follows.

a. Simultaneous applications - Processing of simultaneous applications will be done concurrently. Authorization for occupancy will be granted simultaneously to all multiple applicants involved.

b. Non-simultaneous applications - Initial applicant will be offered the following Options in writing immediately following receipt, by the Company of an application(s) from an additional applicant(s). Copies of such written notification to the initial applicant will be sent to the additional applicant(s).

Option 1 - Application(s) of the initial applicant will be processed on the basis that there is no application on file from another applicant for the same conduit system.

Option 2 - Application(s) of initial applicant and additional applicant(s) will be processed in accordance with (T)
A5.12.6.B.2.a.

c. Initial Applicant(s)

All work in progress on application(s) filed by an initial applicant will be suspended by the Company from the date (T)
of its written notification as required in A5.12.6.B.2.b, until the initial applicant notifies the Company, in writing, of the Option it elects. Such written notification, by the initial applicant will be required no later than 20 days following its receipt of the aforementioned notification from the Company; otherwise the Company will deem the initial applicant to have elected Option 1. The Company will notify the additional applicant(s), in writing, of the Option elected by the initial applicant.

d. Additional Applicant(s)

Option 2 will be subject to acceptance by all multiple applicants involved. The additional applicant(s) will have 10 days from receipt of written notification from the Company advising that the initial applicant has selected Option 2, to accept or reject by written notification to the Company the conditions applicable to simultaneous occupancy; otherwise the Company will deem the additional applicant(s) to have rejected acceptance of treatment as simultaneous applicants.

3. Conditions Applicable to Simultaneous Applicants

a. Make-Ready Work

Multiple applicants must develop a mutually agreeable order of conduit system availability and overall make-ready work completion schedule.

(1) When multiple applicants cannot reach such mutual agreement within 15 days from receipt of written notification from the Company of the estimated charges for the required make-ready work, the Company may at its option offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting occupancy authorization for all multiple applications involved.

(2) Any multiple applicant(s) who fails to agree to the alternative arrangement will be considered by the Company to have cancelled its application(s) relative to the conduit systems involved on pending applications of another applicant(s).

b. Costs

Each multiple applicant will be charged an equal share of the total make-ready costs incurred by the Company to (M)
accommodate simultaneous occupancy by the multiple applicants. (M)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.6 Occupancy Applications (Cont'd)

B. Multiple Applications (Cont'd)

4. Conditions Applicable to Non-simultaneous Applications (M)
 - a. Pre-Authorization Survey Costs

Each multiple applicant will be charged the applicable pre-authorization survey costs incurred by the Company relative to a determination of the make-ready work required to accommodate occupancy of the individual applicant's facilities on a non-simultaneous basis.
 - b. Make-Ready Completion Schedule (T)

The date of receipt (earliest taking precedence) by the Company of applications in accordance with A5.12.6.A will determine the priority of make-ready work completion by the Company. Any change in priority of conduit availability will require an appropriate change in make-ready work completion of the application(s) involved and be subject to the Company's ability to accommodate the specific change(s) required in its established work schedule.
 - c. Make-Ready Work Costs

Make-ready work costs will be allocated as follows:

The initial applicant will be charged the total cost incurred by the Company to accommodate the occupancy of the initial applicant's facilities in conduits on a non-simultaneous basis.

The additional applicant(s) will be charged the total cost incurred by the Company to accommodate the occupancy of the additional applicant's facilities in conduits for which prior occupancy authorization has been granted to another applicant.
5. Pre-Authorization Survey Completion

In performing all field inspections and associated administrative processing for which it may be responsible, the Company will endeavor to include such work in its normal work load schedule.

A5.12.7 Make-Ready Requirements

A. Conduit System

1. When an application for conduit occupancy is submitted by an attachee a pre-authorization survey by the Company will be required to determine the availability of the conduit system to accommodate attachee's facilities. The Company will advise the attachee in writing of the estimated charges that will apply for such pre-authorization survey and receive payment from the attachee before undertaking such a survey. A representative of the attachee may accompany the Company's representative on the field inspection portion of the pre-authorization survey.
2. In the event the Company determines that rearrangement of existing facilities in the conduit system is required before the attachee's facilities can be accommodated, the Company will advise the attachee in writing of the estimated make-ready charges that will apply for such rearrangement. Attachee shall have (90) days from the receipt of such written notification from the Company to indicate its authorization for completion of the required make-ready work by rendering payment of the stated charges.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.7 Make-Ready Requirements (Cont'd)

- A. Conduit System (Cont'd)**
3. Should the Company, or any governmental entity with whom the Company has an agreement granting such entity priority access to and occupancy of the Company's conduit system, need for its own service requirements, any of the conduit capacity occupied by attachee's facilities and, if the Company advises attachee that attachee's facilities can be accommodated otherwise in the conduit system, attachee shall be required to rearrange its facilities in the manner designated by the Company and at the expense of the attachee. If attachee has not so rearranged its facilities within (15) days of receipt of such written notice from the Company, the Company may perform or have performed such rearrangement and attachee shall be liable for the costs thereof.
- B. Work Schedule**
In performing all make-ready work to accommodate attachee's facilities, the Company will endeavor to include such work in its normal work load schedule.

A5.12.8 Inspection of Conduit Occupancy

- A. Procedures**
1. The Company reserves the right to make periodic inspections of any part of attachee's facilities occupying a conduit system owned by the Company.
 - a. The frequency and extent of such inspections by the Company will depend upon the attachee's performance in relation to the requirements of A5.12.4.C. (T)
 - b. The Company will give attachee advance written notice of such inspections except in those instances where, in the sole judgment of the Company, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the attachee.
 - c. Whenever it is necessary for the Company to inspect the attachments or occupancies of its facilities to observe construction activities or to provide plant protection during attachee's daily work operations, the Company will prepare and issue a bill to recover all expenses incurred by the Company for such inspections.
 2. The making of periodic inspections or the failure to do so shall not operate to relieve the attachee of any responsibility, obligation or liability imposed by this *Guidebook*. (T)
- B. Unauthorized Occupancy**
1. If any of the attachee's facilities shall be found occupying a conduit system for which there is no authorization outstanding, the Company, without prejudice to its other rights or remedies under this *Guidebook*, including termination of authorization(s), may impose a charge and require attachee to submit in writing, within (15) days after receipt of written notification from the Company of the unauthorized occupancy, a conduit occupancy application. If such application is not received by the Company within the specified time period, attachee may be required to remove its unauthorized occupancy within (30) days of the final date for submitting the required application, or the Company may at its option remove attachee's facilities without liability, and the expense of such removal shall be borne by the attachee. (T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.8 Inspection Of Conduit Occupancy (Cont'd)

- B. Unauthorized Occupancy (Cont'd)**
 - 2. For the purpose of determining the applicable charge, all unauthorized conduit occupancy shall be treated as having existed since the most recent reconciliation or for the period beginning with the date on which the attachee was initially authorized to occupy conduit of the same system, whichever period shall be the shorter; and the rates shall be twice the rate specified in A5.12.9.B, in addition to twice the "make ready" charge that would have been imposed if the occupancy had been properly authorized. This charge shall be due and payable forthwith whether or not the attachee is permitted to continue the conduit occupancy. (T)
 - 3. No act nor failure to act by the Company with regard to any unauthorized use shall be deemed as a ratification of the unauthorized use; and if authorization should subsequently be issued, such authorization shall not operate retroactively nor constitute a waiver by the Company of any of its rights or privileges under this *Guidebook* nor otherwise; provided, however, that the attachee shall be subject to all liabilities, obligations and responsibilities of this *Guidebook* in regard to said unauthorized use from its inception. (T)

A5.12.9 Rates and Charges

- A. General**
 - 1. Occupancy charges commence on the first day of the second calendar month following the date that authorization is granted for such occupancy; and cease as of the final day of the calendar month in which the occupancy is physically removed.
 - 2. A one month minimum charge is applicable for all occupancy accommodations.
 - 3. All occupancy charges are payable in advance semi-annually on the first day of January and July.
 - 4. Total occupancy charges under A5.12.9.A.3 shall be based upon the total duct footage for which authorizations have been issued prior to the first day of January and July. Each semi-annual payment shall include a proration of the monthly occupancy charges applicable for all occupancy initially authorized by the Company during the preceding 6 month period. (T)

B. Rates

- 1. Conduit Occupancy, per foot of duct occupied

	Annual Rate	USOC	
(a) High cost areas (See A5.12.10)	\$.70	NA	(T)
(b) Other areas	.70	NA	
- 2. For purpose of determining the duct feet chargeable the duct considered occupied shall be measured from:
 - The center to center of adjacent manholes
 - The center of a manhole to the end of a duct not terminated in a manhole

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.12 Conduit Occupancy (Cont'd)

A5.12.9 Rates and Charges (Cont'd)

C. Nonrecurring Charges

1. Determination

Charges for all work performed by the Company or by its authorized representative in connection with the furnishing of conduit system accommodations as covered by this *Guidebook* shall be based upon the full cost, plus 11.62 percent (11.62%) of such amount, to the Company for performance of such work. Such charges will apply for, but not be limited to, preauthorization survey, make-ready work, rearrangement, inspection and removal of attachee's facilities, and supervision, at the option of the Company, of attachee performed work in and around the immediate vicinity of the conduit system. (T)

A5.12.10 High Cost Areas

A. General

1. Wire centers are identified as "High Cost" based on the congestion of the area and the additional costs involved in placing conduit in these areas. All Wire Centers not listed in A5.12.10.B are classified as "Other". (T)
2. Conduit crossing navigable waterways will be considered on a case-by-case basis only.

B. Wire Centers

None

A6. DIRECTORY LISTINGS

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A6. DIRECTORY LISTINGS

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A6. DIRECTORY LISTINGS

A6.1 Terms And Conditions Applicable To Directory Listings (T)

A6.1.1 General (T)

- A.** The *terms and conditions* specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.
- B.** The listings of subscribers, either without charge or at the rate specified herein for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- C.** Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of company records and its directories, confuse individuals using the directory, or when the subscriber cannot provide satisfactory evidence that he is authorized to do business as requested.
- D.** The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired thereby.
- E.** One listing, except client listings, is furnished without extra charge as specified in the following:
1. each basic local exchange service line (Excluding Back-Up Line) or MultiServ service main station line
 2. each PBX trunk
 3. each ESSX-1 NAR, ESSX service NAR, Digital ESSX service NAR, MultiServ PLUS service NAR, or BellSouth Centrex service NAR or NAR usage package
 4. each Primary Rate ISDN B-Channel
- F.** When, in the sole judgment of the Company, the use of listings in excess of the listings permitted without charge as previously outlined, are needed for better identification of the subscriber, such listings may be provided without charge.
- G.** Generally, the listed address is the location of the subscriber's place of business or residence. At the subscriber's request a partial address may be shown. An address may be:
- a number(s) and/or letter(s) followed by the name of a street, a building, a shopping center/mall, apartment complex, industrial park, or similar facility
 - rural route and/or box number
 - a name of a street, building, shopping center/mall, apartment complex, industrial park, or similar facility
 - any one of the preceding followed by a community and/or state name
 - a community name only
 - omitted at the subscriber's request
- The listed address may not include P.O. Box or use of the word or abbreviation of suite, floor, or apartment before numbers used in the identification.
- An address other than the address where the service is located may be listed provided the subscriber has a comparable class of service at the address requested.
- Only the customer name and telephone number shall be published in a listing for a Family Violence Shelter. The Company shall not publish an address as part of the listing for a Family Violence Shelter.
- H.** Liability of the Company due to directory errors and omissions is as specified in Section A2.

A6. DIRECTORY LISTINGS

A6.1 Terms And Conditions Applicable To Directory Listings (Cont'd)

(T)

A6.1.1 General (Cont'd)

- I. A Secondary¹ Service Charge, as specified in Section A4 applies when an order is issued solely to add or change a directory listing. (T)
- J. Directory listings can be suspended as specified in A2.3.16. However, the suspension rate shall be fifty percent of the regularly charged rate. (T)

A6.2 Business Listing

A6.2.1 General

- A. Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

A6.2.2 Business Designation

A. Firm Name

- 1. The designation in a firm name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the character of the business.

Example:

Lewis Co grocr 14 Madison 234-6488

B. Personal Name

- 1. The designation in a personal name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the nature of the business. The listing of an individual, together with a title and the name of the business with which the individual is associated or represents, is not permitted.

Example:

Smith J G grocr 14 Madison 234-6488

- 2. A designation that conveys the same meaning as a title, educational degree or suffix is not permitted.

Example:

Smith Joe DDS dntst

A6.2.3 Trade Name

A trade name, the name of a commodity or service, will be included as part of the listing, when the subscriber shows satisfactory evidence of authorization to do business under the requested name. In the case of listings for time/temperature/weather announcement services a generic listing will be accepted.

Examples which require proof of authorization are:

Smith Avon Distributor 123 Main 555-1234 (M)

Jones Buick 2914 E 23rd 329-5864 (M)

Any Flower Shop 710 Heather Mall 669-2121 (M)

Note 1: This change is the result of the restructure of Section A4, and is to be implemented November 9, 1995.

Page 2.1 is hereby deleted in its entirety and removed from this Guidebook.

(N)

A6. DIRECTORY LISTINGS

(M)

A6.3 Residence Listing

A6.3.1 General

- A. Generally, a residence listing consists of a surname, given name or dual name, and/or initials, the address, and the telephone number. When a single name listing is requested by the subscriber, the Company may require satisfactory evidence as to the validity of the requested name. The main listing is ordinarily the name of the individual who subscribes for the service, but the listing may be in the name of a second party residing at the address where service is provided if so designated by the subscriber.

A6.3.2 Reserved For Future Use

A6.3.3 Reserved For Future Use

A6.4 Non-Published (Private) Listing

A6.4.1 General

- A. A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of a calling party. However, when a call is placed from a telephone number associated with a non-published listing, the number and/or name may be disclosed if the called party has the necessary equipment for receiving and/or disclosing incoming telephone numbers and/or names.

The only exception is when the residence non-published listing customer subscribes to and/or has activated a Calling Number Delivery Blocking option, as described in A13.19.2. These features suppress delivery of the calling number and name. They are available, facilities permitting, to non-published listing customers upon request at no charge.

(T)

- B. An incoming call to a subscriber with a non-published listing will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the subscriber's request to furnish a non-published telephone number does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.
- C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published telephone number in the directory or disclosing said number to any person shall attach to the Company. Where a non-published listing is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published listing or the disclosing of said listing information to any person.
- D. For accounting purposes, the telephone number, name, and address of a subscriber with a non-published listing will be provided to the Long Distance Carrier(s) which furnishes the subscriber long distance message telecommunications service.
- E. The Company may provide telephone number, name and address of a subscriber with a Non-Published number to the public safety agency certified, authorized and responsible for providing emergency notification services in the local city, county or municipality where the subscriber line associated with such number is located, pursuant to that agency's request under Emergency Service Provider Data Service (ESPDS) detailed in A38.4.

(T)

A6. DIRECTORY LISTINGS

A6.5 Non-Listed (Semiprivate) Listing (Cont'd)

A6.5.1 General (Cont'd)

D. Whenever a local jurisdiction subscribes to Enhanced 911 service with Automatic Location Identification, the Company will provide a one time notice in writing to all residence and business non-listed listing subscribers who have not been previously advised. This will apply to all non-listed customers who are within the geographic area within which the E911 provider will respond to 911 calls. Non-listed information will be provided to the E911 provider unless the Company receives a written objection from the customer. Written objection must be received by the Company within 30 days of date the notification was sent to the customer.

Any subscriber to non-listed service after June 28, 1990, will be advised at the time of the request for service, that the non-listed number, including the name and address of the subscriber, may be released to 911 providers for the purpose of responding to emergency calls.

E. The Company may provide telephone number, name and address of a subscriber with a Non-Listed number to the public safety agency certified, authorized and responsible for providing emergency notification services in the local city, county or municipality where the subscriber line associated with such number is located, pursuant to that agency's request under Emergency Service Provider Data Service (ESPDS) detailed in A38.4.

(T)

A6.5.2 Rate Application

A. Non-listed listing

1. Where charge applies

(a) Each

**Monthly
Rate
\$3.50**

**USOC
NLT**

A6. DIRECTORY LISTINGS

A6.5 Non-Listed (Semiprivate) Listing (Cont'd)

A6.5.2 Rate Application (Cont'd)

- A. Non-listed listing (Cont'd)
 - 2. Where charge does not apply

	Monthly Rate	USOC NLE
(a) Each	-	
- RingMaster service number		
- temporary service		
- Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.		
- Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.		
- Service to a subscriber living in a hotel, hospital, retirement complex, apartment, boarding house or club if the subscriber is listed under the telephone number of the PBX, or Centrex Type Services furnished to such establishments.		

A6.5.3 Reserved For Future Use

A6.6 Additional Listing

A6.6.1 General

- A. The subscriber to the service assumes responsibility for all charges for additional listings associated with his service. Listing charges date from the day the directory assistance records are posted.
- B. Listing charges are automatically discontinued upon termination of the service or upon the removal of the listing.

A6.6.2 Business/Extra Additional Listing ¹

	Monthly Rate	USOC
A. A business/extra additional listing may be furnished in other names when, in the sole judgment of the Company, the subscriber's service is not being shared or resold.		
B. Rate Application		
1. Business		
(a) Each	\$2.20	CLT
2. 800 Service		
(a) Each	2.20	SZS

A6.6.3 Residence Additional Listing

A. A residence additional listing may be furnished in the names of relatives, including those by marriage, domestic employees of the subscriber, or other persons residing in the subscriber's home who are recognized as a part of the subscriber's domestic establishment.			
B. Rate Application			(M)
1. Residence			(M)
(a) Each	1.50	RLT	(M)

Note 1: Business additional listing arrangements established prior to 03-11-87 i.e., implementation of STS may be continued until the subscriber relocates or transfer service responsibility.

Page 5.1 is hereby deleted in its entirety and removed from this Guidebook.

(N)

A6. DIRECTORY LISTINGS

(M)

A6.7 Miscellaneous Listing

A6.7.1 Reserved For Future Use

A6.7.2 Alternate Listing

A. An alternate listing may be provided to the subscriber for the purpose of directing calling parties to other telephone numbers subject to the following conditions:

1. Names of individuals are not permitted
2. Text may not exceed one line

Examples:

Nights, Sundays, and Holidays	123-4568
If No Answer	123-4568
If Extension Is Not Known	123-4568

B. Rate Application

	Monthly Rate	USOC
1. Business		
(a) Each	\$2.50	FNA
2. Residence		
(a) Each	2.50	NAB

A6.7.3 Cellular Carrier Listing

See Mobile and Paging Service Listing at A6.7.12.

Page 6.1 is hereby deleted in its entirety and removed from this Guidebook.

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A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.9 Extra Listing

See Business/Extra Additional Listing at A6.6.2.

A6.7.10 Foreign Listing

A. A listing in the alphabetical section of Company directories outside the subscriber's local exchange may be furnished. The listing is subject to the rates, *terms and conditions* applicable to the published directory in which the listing is to appear.

B. Rate Application

1. Foreign listing

(a) Business, each

(b) Residence, each

(c) Where rate does not apply

2. Foreign cross reference listing

(a) Business, each

(b) Residence, each

3. Foreign alternate listing

(a) Business, each

(b) Residence, each

4. Foreign special text

(a) Business, each

**Monthly
Rate**

USOC

\$ 1.80

FAL

1.50

FRW

-

FLF

1.80

FALCX

1.50

FRWCX

1.80

FALSX

1.50

FRWSX

1.80

FALTX

A6.7.11 Reserved For Future Use

A6.7.12 Mobile And Paging Service Listing

A. A Mobile Telephone Carrier, a Cellular Carrier, a Radio Common Carrier, or a Paging Company, may be furnished a listing for their clients at the rates specified in A6.7.12.B.

B. Rate Application

1. Mobile and Paging Service Listing

(a) Each

.00

MSZ

A6.7.13 Reserved For Future Use

A6.7.14 Optional Calling Plan Listing

A. A subscriber of a two-way or inward Optional Calling Plan (OCP) may be furnished a foreign listing with the text of "No Charge For Calls Dialed Direct To This Number From (name of exchange)" at the rates specified in A6.7.14.D.

B. The initial contract period for the OCP and the OCP listing charge shall be for the life of that directory and each subsequent directory in which it appears. However, the subscriber may discontinue the OCP and the associated OCP listing prior to the expiration of the directory in which the listing appears, provided the telephone number is changed and a disconnect report is given.

(T)

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.14 Optional Calling Plan Listing (Cont'd)

- C. A foreign listing without the text may be furnished at the rates specified in A6.7.10.B.
- D. Rate Application
 - 1. Optional Calling Plan Listing

	Monthly	USOC
	Rate	OCB
(a) Business, each	\$5.40	

A6.7.15 Paging Service Listing

See Mobile and Paging Service Listing at A6.7.12.

A6.7.16 RingMaster Service Listing

- A. One listing for each RingMaster Service number will be furnished on a listed or non-listed basis at no charge to the subscriber.
- B. A RingMaster Service listing must be either business or residence as identified by the class of service.
- C. Other listings may be provided at the rates, *terms and conditions* specified in this Guidebook. (T)

A6.7.17 Sharing And Resale Of Basic Local Exchange Service Listing

- A. A client of a Shared Tenant Service provider may request that the reseller obtain one main client listing, at the rate specified in A6.7.17.C. Other listings may also be provided upon reseller's request for the client. Charges for client listings will be billed to the reseller (customer of record) and will not be separately billed.
- B. A non-published listing charge as specified in A6.4.2 is applicable when no client directory listing is requested, but necessary for client address identification at the Public Safety Answering Point for local emergency agencies.
- C. Rate Application

	Monthly	USOC
	Rate	BS6
1. Business, Each	\$1.80	RS6
2. Residence, Each	1.50	

A6.7.18 Special Text Listing (Business)

- A. A special text listing provides instructions for directing incoming calls after hours during specific time periods or calling information for a specific service/department.
Example: For The Following Zip Codes 30506 30408 30532 30533 30534
- B. A special text listing does not include a number and must be followed by at least one other listing which does include a number.
- C. Rate Application (M)
- 1. Special Text Listing (M)

	Monthly	USOC	
	Rate	XL	
(a) per line	\$1.80	XL	(M)

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

(M)

A6.7.19 Stylist Service Listing

- A. Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha characters and/or numeric characters in lieu of standard numeric characters. Use of Stylist Service listing is not exclusive to any single subscriber. The symbols "#" and "*" may not be used with this service. The digits "0" and "1" may not be used to represent the letters "O" and "I" respectively in a Stylist Service telephone number. The Company reserves the right to reject a Stylist Service listing when, in its sole judgment, such listing is objectionable or would tend to delay or impede the use of the directory.
- B. Prior to establishing a Stylist Service listing, the Company reserves the right to require, when necessary in its sole judgment, satisfactory evidence from the subscriber that the subscriber is authorized to use any trade name, business name, or any other name or term, requested by the subscriber, which is copyrighted or otherwise reserved.
- C. Subscribers request for special number assignments will be handled under the rates, *terms and conditions* described for Special Number Acquisition Charges in Section A4.
- D. Subscribers who request that their existing telephone number(s) be listed as a Stylist Service listing will not incur a Special Number Acquisition Charge.
- E. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing or not publishing a Stylist Service listing in the directory shall attach to the Company. The Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication or omission of a Stylist Service listing.
- F. The rates for Stylist Service listings as follows are in addition to any applicable special number assignment charges or any other appropriate listing charge.
- G. Rate Application
 - 1. Stylist Service Listing

(T)

	Monthly	
	Rate	USOC
(a) Business, each	\$3.50	RNCAF
(b) Residence, each	2.50	RNQAF

A6.7.20 Telephone Answering Service Listing

- A. A client of a telephone answering service may list the telephone number of the answering service with his name, or business name at the rates specified in A6.7.20.B.
- B. Rate Application
 - 1. Telephone Answering Service Listing
 - (a) each

1.80	9FK
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A7. COIN TELEPHONE SERVICE

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A7. COIN TELEPHONE SERVICE

A7.1 Reserved For Future Use

A7.2 Reserved For Future Use

A7.3 Reserved For Future Use

(M)

(M)

Pages 2 through 6.1 are hereby deleted in their entirety and removed from this Guidebook.

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A7. COIN TELEPHONE SERVICE

A7.4 Access Line Service For Payphone Service Providers Telephones

A7.4.1 Definition And Requirements

- A. Access line service for Payphone Service Provider (PSP) Telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. Exceptions to this service pertaining to inmates served within the confines of penal, correctional or mental institutions is provided in A7.4.7.
1. This access line service is provided on a flat rate basis.
 2. This access line service is provided for use with PSP non coin-operated public telephones or PSP coin-operated public telephones. PSPs telephones that accept coins shall accept coins of various denominations and shall be capable of returning unused coins.
 3. Completion of local messages is provided by the Company.
 4. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service.
 5. PSP telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
 6. The service is furnished subject to the condition that all applicable regulations in Section A2. will be adhered to, with the exception of A2.2.1.a and b, which restrict the use of service and prohibit payment to the customer by another for use of the service.
 7. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Guidebook.
 8. This service is not subject to concessions.
 9. Suspension of service, as covered in A2.3, is not available to Access Line Service for PSPs, unless the instrument is total inaccessible to the general public on a temporary basis. In all cases, the decision to permit temporary suspension of service for Access Line Service for PSPs rests with the Company. If the service is suspended, it will be at full rate.
 10. Access line service for PSP telephones cannot be included on account containing other classes of service. A separate account is required for this offering at each location.
 11. This access line includes an optional screening feature to prevent third number¹ and collect calls¹ from being billed to the subscriber's line. The operator also cannot perform coin collecting functions.
 12. With the exception of Coin Refund and Repair Referral Service (CRS) provided in A7.10, the Company is not responsible for refunds of coins deposited in PSP coin-operated public telephones.
 13. PSP telephones may not be attached to other types of access lines.
 14. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.
 15. The instrument must display information on the name, address, and telephone number of the person or entity responsible for the pay phone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the pay phone:
 - a. The name and phone number of the owner of the instrument.
 - b. The operating instructions of the instrument. (M)
 - c. A cost-free method for reporting complaints and obtaining refunds. (M)

Note 1: Effective March 19, 2016, Collect, Person to Person, Bill to a Third Number calls, Local Verification/Interruption Service and Zero Minus (0-) Charging services are discontinued.

A7. COIN TELEPHONE SERVICE

A7.4 Access Line Service For Payphone Service Provider Telephones (Cont'd)

A7.4.1 Definition And Requirements (Cont'd)

A. (Cont'd)

16. The subscriber shall insure that the instrument is FCC registered and is in accordance with all hearing impaired (hearing aid compatible) and handicapped person requirements. This includes adherence to federal requirements for size of digits on the instrument and height regulations for disabled persons and use of letterless keypads is prohibited.
17. The caller must be able to access 911 Emergency Service (where available), free and without the use of a coin.
18. PSPs shall offer toll free access to 800/888 numbers.
19. Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device with exception to Payphone Service Provider Inmate Calling Service as defined in A7.4.7.
20. PSPs that provide access to long-distance services shall:
 - a. Comply with the operator service provider restrictions as described in KPSC Administrative Case No. 330, Policy and Procedures in the Provision of Operator-Assisted Telecommunications Services.
 - b. Allow access to all certified long-distance carriers through 1-700, 1-800, 1-950, or 101XXXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSPs or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - c. Allow access to Company operators. All "0-" calls shall be initially routed to the Local Exchange Company and shall not be blocked or intercepted by PSPs or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - d. Provide stickers to be placed on or near the telephone equipment specifying the name, address and telephone number of the entity to which the set is presubscribed for operator services.
 - e. Require that any operator service provider that rates and bills calls originated from the PSP instrument identify themselves to end-users at least once during every call before any charges are incurred.
 - f. Provide a way for any caller, upon request, to be informed as to the applicable rates.
21. For customers subscribing to Caller ID - Deluxe, as specified in A13.19.2.H, if the incoming call originates from a PSP set, the name information transmitted will always be "Pay Phone".
22. PSPs shall not charge for calls not completed.
23. PSPs that accept coins shall accept coins of various denominations and shall be capable of returning unused coins.

(M)

A7.4.2 Reserved For Future Use

A7. COIN TELEPHONE SERVICE

A7.4 Access Line Service For Payphone Service Provider Telephones (Cont'd)

A7.4.3 Reserved For Future Use

A7.4.4 Reserved For Future Use

A7.4.5 Rates And Charges

A. Rates and Charges Applied by the Company

1. Flat Rate Service Monthly Charges per Access Line

	Monthly Rate	USOC	
a. Access line basic rate			
(1) Per Access Line			
(a) Group 1 (0-13,800)	\$21.70 ¹	NA	
(b) Group 2 (13,801 - 25,100)	21.70 ¹	NA	
(c) Group 3 (25,101 - 45,500)	21.70 ¹	NA	
(d) Group 4 (45,501 - 200,800)	21.70 ¹	NA	
(e) Group 5 (200,801 - 1,191,800)	21.70 ¹	NA	
b. The following access line feature charge is applicable in addition to the monthly charges in A7.4.5.A.1.a.			(T)
(1) Public telephone access line ²			
(a) Unrestricted, outward, each ^{3,4}	.90	1ZY	
(b) Unrestricted, two way, each ^{3,4}	.90	1Z2	
(c) Restricted, outward, each ^{3,4,5}	.90	1Z3	
(d) Restricted, two way, each ^{3,4,5}	.90	1Z5	
(e) Restricted, outward, each ^{3,4,6}	.90	13D	
(f) Restricted, two way, each ^{3,4,6}	.90	13E	
(g) Restricted, two way, each ³	.90	13R	

Note 1: The access line rate is equal to \$29.73 less the current Subscriber Line Charge (SLC) of \$7.13. Rates for the SLC may change over time. **The Company** will charge a monthly rate of \$29.73 including the current SLC, and will **make** revisions in a timely fashion adjusting the access line rate to reflect future changes in the SLC charge. (T)

Note 2: For the Access Line Feature options which do not offer central office blocking of 900 and 976 calls, this feature is available at the request of the subscriber as provided under Customized Code Restriction (CCR) Option #4 defined in A13.20 for business line customers. (T)

Note 3: Provides operator screening.

Note 4: Provides central office blocking of 011+ calls direct distance dialed to numbers outside the North American Numbering Plan.

Note 5: 1+900, 7 or 10 digit local, 1+DDD and 976 are blocked from completion.

Note 6: 1+900, 1+DDD, and 976 are blocked from completion.

A7. COIN TELEPHONE SERVICE

A7.4 Access Line Service For Payphone Service Provider Telephones (Cont'd)

A7.4.5 Rates And Charges (Cont'd)

- A. (Cont'd)
 - 2. Service charges are applied on the same basis as for individual line business service covered in Section A4.
 - 3. At the request of the subscriber, Touch-Tone Calling Service may be provided as covered in Section A13.
 - 4. The subscriber is responsible for Directory Assistance service charges as described in A3.13.3 and A18.7.3.
 - 5. The multi-line business subscriber line charge found in the F.C.C. No. 1 tariff is applicable to all Payphone Service Provider lines.
 - 6. Trouble Determination Charges are applied on the same basis as for individual line business service covered in Section A4.
 - 7. Other rates, *terms and conditions* in this Guidebook not discussed herein that pertain to Business Standard Measured Service apply. (T)
 - 8. Directory listings are furnished under the rates, *terms and conditions* in Section A6. (T)
 - 9. Billing and collection services are provided to PSP utilities on the same basis as provided to all utilities as defined in Section E8 of the Access Services Tariff. (T)

- B. PSP Reward Plan (T)
 - 1. Definition and Requirements (T)
 - a. The PSP Reward Plan provides the PSP a reward, ranging from 0 to 8.50% percent of the full price of the service, exclusive of taxes and fees, for a term commitment of 12 or 24 months to be applied monthly, one month in arrears. The PSP Reward Plan term structures are as follows: (T)

	12 Month Reward	24 Month Reward
(1) 15 - 50 access lines	1%	2.75%
(2) 51 - 200 access lines	1.25%	4%
(3) 201 - 400 access lines	1.6%	5%
(4) 401 - 800 access lines	2%	6%
(5) 801 - 1000 access lines	2.5%	7.5%
(6) Over 1000 access lines	4%	8.5%

- b. Applicable taxes and fees will be based on the full price of all services, and no taxes or fees will be added to the amount of any reward under this program. The reward for each month will be reflected as a credit in the Other Charges and Credits section of the subscriber's bill in the month following the month to which the reward relates. (T)
- c. The PSP Reward Plan term structure will become effective when an authorized agent of the Company executes a Letter of Intent for the PSP Reward Plan but not prior to the approval of this Guidebook. (T)
- d. The PSP Reward Plan offers a reward on the access line rates in A7.4.5.A.1.a. The reward applied will be based on the number of PSP access lines subscribed to the PSP Reward Plan. (T)
- e. The PSP must subscribe all its payphone lines to the Company's Access Line Service for Customer Provided Public Telephones.
 - (1) (DELETED)
 - (2) (DELETED)
 - (3) This plan does not apply to Inmate lines.
- f. The PSP agrees to send all 0+ local and intraLATA calls (not previously encumbered) to the Company. These calls must:
 - (1) originate from a telephone line associated with the subscribing PSP's account,
 - (2) originate and terminate in the same LATA,
 - (3) be carried and completed by the Company via Company facilities and
 - (4) be billed by the Company.

A7. COIN TELEPHONE SERVICE

A7.4 Access Line Service For Payphone Service Provider Telephones (Cont'd)

A7.4.5 Rates And Charges (Cont'd)

- B. PSP Reward Plan (Cont'd) (T)
 - 1. Definition and Requirements (Cont'd)
 - g. A charge may be assessed, at the discretion of the Company, to PSP subscribers who terminate or violate the requirements outlined in this section prior to the expiration of the term commitment.
 - (1) **(DELETED)** (D)
 - (2) If the Subscriber terminates or becomes ineligible for the PSP Reward Plan prior to the expiration of the term commitment, the Subscriber may be billed an amount equal to the total amount of rewards previously received by the Subscriber under the PSP Reward Plan. (T)
 - h. The rates listed in A7.4.5.A.1.a for access line service are stabilized under the PSP Reward Plan for the term of the agreement and these lines will be exempt from Company initiated increases. Decreases in the access line charges that are initiated by the Company will be passed along to the subscriber, however: (T)
 - (1) The Company reserves the right to restructure the PSP Reward Plan structure upon mandated rate reductions from the FCC, the Public Service Commissions and/or the Public Utility Commissions, to include rate rebalancing efforts. (T)
 - Any revisions to the PSP Reward Plan will be made such that the subscribers will be charged a rate not to exceed the mandated rate and not to exceed the previous Reward Plan contracted rate. (T)

A7.4.6 Reserved For Future Use

A7.4.7 Payphone Service Provider Inmate Calling Service (PSPICS)

- A. Access line service for Payphone Service Provider (PSP) telephones is provided for exclusive use of inmates (hereafter called Payphone Service Provider Inmate Calling Service, or PSPICS) served within the confines of a penal, correctional or mental institution.
- B. Except as modified herein, applicable *terms, conditions* and requirements as set forth elsewhere in A7.4 for PSP telephones will apply to PSPICS. (T)

A7. COIN TELEPHONE SERVICE

A7.4 Access Line Service For Payphone Service Provider Telephones (Cont'd)

A7.4.7 Payphone Service Provider Inmate Calling Service (PSPICS) (Cont'd)

- C. In lieu of Access Line Service for PSPs as described elsewhere in A7.4, CPE stations subscribing to PSPICS are provisioned by the customer as follows:
 - 1. May be arranged for outward only calling.
 - 2. May be arranged to terminate calls after a certain amount of conversation time, or in cases of emergency in accordance with any Rules, **Terms and Conditions**, and upon notification to the Company of such an arrangement. The Company will not provide credit or equivalent service to the called or calling parties for such calls. (T)
 - 3. Shall be arranged to block Directory Assistance calls.
 - 4. Unrestricted pay telephone service may be provided at the administrator's request in a fully supervised location.
 - 5. Except as provided following, shall be arranged to allow only 0+ collect calls for local, intraLATA, and interLATA calls and to block all other calling including, but not limited to, local direct, third number, 1+ sent-paid, 0+ sent-paid, 0-sent-paid, all 0-, 700, 800, 900, 976, 950, 911, and 101XXXX. Where, however, the customer-provided stations can block additional digit dialing after initial call set-up, 1+ long distance and seven digit local calling may be permitted.
 - 6. May be arranged for seven digit sent-paid local calling and for 0+ collect calling for intraLATA, and interLATA calling.
 - 7. May be arranged to limit individual inmate calls to approved telephone numbers.
 - 8. May be arranged to block access to certain telephone numbers.
 - 9. At the request of the facility administrator, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders.
 - 10. At the request of the facility administrator inmate service located at correctional or mental health facilities, may be provided with automated collect service for local, intraLATA and interLATA calls.
- D. Rates and charges for access line service for PSPICS are provided in A7.4.5. At the request of the facility administrator, blocking of equal access calls (101XXXX) may be provided on telephones for exclusive use of inmates at the rate following.

(1) Blocking of equal access call (101XXXX) from completion	Rate	USOC
(a) Per line	\$1.00	PSE
- E. A notice shall be conspicuously displayed near PSPICS telephones which notifies inmates that the prison facility may monitor, time and restrict service from such phones and that information, such as date and time of call, duration of call, and originating and terminating number, may be furnished to the facility, and further, that the use of these telephones constitutes consent to this service.

A7.5 Reserved for Future Use

A7.6 Reserved For Future Use

A8. TELEPHONE ANSWERING SERVICE FACILITIES

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A8. TELEPHONE ANSWERING SERVICE FACILITIES

A8.1 General Provisions (Obsoleted, See Section A108.)

A8.2 Rates And Charges (Obsoleted, See Section A108)

(M)

Page 2 through 14 are hereby deleted in their entirety and removed from this Guidebook.

(N)

A9. FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

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A9. FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A9.1 Foreign Exchange Service¹

Foreign Exchange Service is exchange service furnished to a subscriber from an exchange other than the one from which he would normally be served, or from a sub-exchange area which provides a different Local Calling Area from that provided by the normal serving sub-exchange area. In the latter case each sub-exchange area shall be treated as an exchange under the terms of this service offering and shall be considered as having its own Rate Center, as determined by the Company, for the purpose of administering this *Guidebook* only. (T)

A9.1.1 Terms and Conditions (T)

- A. Economical operation of the business, to secure protection to the whole body of rate payers and to the business itself, requires that the property be built and operated in accordance with a definite plan under which specified classes of service are regularly furnished in specified exchange or Local Service Areas. (T)
- B. The Exchange Area or Local Service Area is that territory in which local exchange access is furnished and comprises all the area in which some form of Local Telephone Service is furnished, as distinguished from Long Distance Service.
- C. Foreign Exchange Service is in connection with the provision of a foreign exchange dial tone to a customer location in their normal serving exchange, or the extension of Centrex Type Services off-premises station channels terminating in a foreign exchange. These channels may also be furnished on a link (partial channel) basis when connected to FlexServ service, LightGate service, and/or MegaLink Channel Service. (T)
- D. Foreign Exchange Service is not in accord with the general plan of furnishing telephone service and such service is furnished only under special conditions where warranted by the circumstances involved and provided facilities are available.
- E. Other services, equipment or facilities used in connection with Foreign Exchange Service, except as otherwise indicated in this *Guidebook*, are furnished subject to the rates, *terms and conditions* applying in the foreign exchange from which the subscriber is served. (T)
- F. Foreign Exchange Service is furnished subject to the same restrictions as to the use of the service by other than the subscriber and his representatives, as apply in connection with other classes of service.
- G. Subscribers to Foreign Exchange Service are not required to subscribe to service in the exchange from which they would normally be served.
- H. When the foreign exchange from which service is requested has more than one exchange and/or central office in its Local Calling Area, the Company shall determine from which of the exchanges and central offices service will be furnished. If an applicant desires operation from a different central office and facilities are available therefore, foreign central office or foreign exchange mileage charges will apply for the channel required between the principal central office and the central office from which the applicant desires to be served. When two or more companies are involved in furnishing the service, such determination may be made only with the consent of the Company which operates the exchange from which the service will be furnished.

A9.1.2 Billing of Foreign Exchange Service Provided by Multiple Companies

- A. Each company will bill for the portion of the service provided by its respective tariff *or applicable service publications*, based on its regulations, *terms, conditions*, rates and charges as appropriate. (T)

Note 1: Applies to all service ordered on or after October 25, 1978 and any service ordered prior to October 25, 1978 but installed after a normal installation interval. Any other subscriber may retain their previous service arrangement only as long as that same subscriber retains the same telephone number at the same premises.

A9. FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A9.1 Foreign Exchange Service¹ (Cont'd)

A9.1.3 Rates And Charges

- A. Methods Of Applying Rates**
 The rate for Foreign Exchange Service is the installation and monthly rate for Exchange Access plus mileage, as specified in A9.1.3. For Centrex Type Services off-premises station channels the Centrex Type Services rate applicable within the serving foreign exchange applies, and for residence customers the Flat or Measured Individual Line Main Station rate for the serving foreign exchange applies plus mileage and installation specified in A9.1.3, and the nonrecurring charges specified in Section A4. Interexchange mileage measurements and the allowance for interruptions on interexchange channels are those specified for voice grade channels in the Private Line *Guidebook*. (T)
- B. Interexchange Channel**
 Charges for the Interexchange Channel are based on airline distance between rate centers when the Company provides both the open and closed ends of the service (a rate center may also sometimes be referred to as a "principal" or "primary" wire center or central office). When either the open or closed end of the service is provided by another company, the interexchange mileage between the Company's rate center and the point from which the other company bases its mileage charge is determined and billed pursuant to A9.1.1.H and A9.1.2.A. (T)
- C. Interoffice Channel**
1. When Foreign Exchange Service is provided from a Wire Center that is not the primary Wire Center, interoffice mileage charges apply. Charges are based on the airline distance between the primary Wire Center and the Wire Center of the serving central office.
 2. When Foreign Exchange Service is terminated in a Wire Center that is not the primary Wire Center area, interoffice mileage charges apply. Charges are based on the airline distance between the primary Wire Center and the Wire Center of the normal serving central office.
- D.** Provided facilities are available and technical equipment allows, extension station service will be furnished in the foreign exchange. The charge quoted in Section A13 for channels for extension line applies for each station.
- E.** (DELETED)
- F.** The Local Service Area of, and Long Distance rates to and from main stations or PBX systems connected for Foreign Exchange Service are the same as regularly apply to stations located in the foreign exchange area.
- Note 1:** Applies to all service ordered on or after October 25, 1978 and any service ordered prior to October 25, 1978 but installed after a normal installation interval. Any other subscriber may retain their previous service arrangement only as long as that same subscriber retains the same telephone number at the same premises.

A9. FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A9.1 Foreign Exchange Service¹ (Cont'd)

A9.1.3 Rates And Charges (Cont'd)

G. Nonrecurring Charge

1. The installation charge associated with the Exchange Access Line applies in lieu of all Section A4 charges. However, this installation charge does not apply to residence customers or for Centrex Type Services off premises station channels. For these type channels all Section A4 charges apply.
2. Rates and charges for expediting the installation of service are specified in Section A4.
3. When either the foreign or normal serving exchange service is furnished by another company that company's service charges apply in that exchange.
4. In addition, the installation charge associated with the channel(s) also apply.

(T)

H. Type 2045

	Installation Charge	Monthly Rate	USOC
1. Interexchange Channel including the Channel Terminals (open and closed ends served by the Company), per channel			
(a) First mile	\$625.00	\$110.00	1LH+4
(b) Each additional mile and fraction thereof	-	3.15	1LH+6
2. Interexchange Channel including the Channel Terminals (open or closed end served by another Company), per channel			
(a) First mile	310.50	56.50	1LH+4
(b) Each additional mile and fraction thereof	-	3.15	1LH+6
3. Interoffice channel including the Channel Terminals, per channel			
(a) First 1/4 mile	-	14.50	1LH+R
(b) Each additional 1/4 mile or fraction thereof	-	.65	1LH+X
4. Exchange Access (open and closed ends served by the Company) Not applicable to residence customers, and Centrex Type Services off premises station channels and residence service.			
(a) Per access line	300.00	94.60	NA
5. Exchange Access (open or closed end served by another Company) Not applicable to residence customers, and Centrex Type Services off premises station channels and residence service.			
(a) Per access line	150.00	47.30	NA

Note 1: Applies to all service ordered on or after October 25, 1978 and any service ordered prior to October 25, 1978 but installed after a normal installation interval. Any other subscriber may retain their previous service arrangement only as long as that same subscriber retains the same telephone number at the same premises.

A9. FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE**A9.2 Foreign Central Office Service****A9.2.1 General**

- A. Foreign Central Office Service is exchange service furnished to a subscriber in a multi-office exchange from a central office other than the one from which service would normally be furnished, and which provides the same Local Calling Area. If a different Local Calling Area is provided then this service shall be classified as Foreign Exchange Service under the terms of that offering. (T)
- B. Foreign Central Office Service is offered in connection with Individual Line Main Station Service, PBX Service and Centrex Type Services.
- C. Other services, equipment or facilities used in connection with Foreign Central Office Service, except as otherwise indicated in this *Guidebook*, are furnished subject to the rates, *terms and conditions* applying in the foreign central office from which the subscriber is served. (T)
- D. Alternate routing of this service may be provided on a direct serve basis to the subscriber's premises from the requested foreign central office on an individual case basis as specified in Section A5, subject to the following conditions: (T)
 - 1. The subscriber must maintain a minimum of fifty percent of the trunks/lines from the central office from which service would normally be furnished.
 - 2. Rates and charges for all components of the service will continue to apply as specified in A9.2.2.A and B, with the exception of those applicable for Type 2145 channel(s). The monthly rate for the class of service desired will be based on the rates applicable from the foreign central office, but will be no less than the rates for that service from the subscriber's normal serving wire center. Additionally, rates and charges as specified in A5 will apply on an individual case basis. (T)

A9.2.2 Rates And Charges

- A. Methods Of Applying Rates
 - 1. The rate for Foreign Central Office Service is the monthly rate for the class of service desired plus the rate for an interoffice channel. The rate for the interoffice channel is based on the airline measurement between the central office from which the subscriber would normally be served and the foreign central office, i.e., the central office from which the subscriber desires to be served.
 - 2. (DELETED)
 - 3. Nonrecurring Charge
 - The Service Charges as specified in Section A4 are applicable in addition to the interoffice channel installation charge following.

A9. FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A9.2 Foreign Central Office Service¹ (Cont'd)

A9.2.2 Rates And Charges (Cont'd)

B. Type 2145

1. Interoffice channel including the Channel Terminals (served by the Company), per channel

	Installation Charge	Monthly Rate	USOC
(a) First 1/4 mile	\$76.00	\$37.00	1LX4R
(b) Each additional 1/4 mile or fraction thereof	-	1.10	1LX4X

2. Interoffice Channel including the Channel Terminals (served by another company). An installation charge and monthly rate apply if one of the central offices is located in the territory of another company which does not concur in this Company's *service publications*.

(a) Per channel	38.00	19.00	NA
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(T)

A9.3 Reserved For Future Use

Note 1: Applies to all service ordered on or after October 25, 1978 and service ordered prior to October 25, 1978 and installed after a normal installation interval. Any other subscriber may retain their previous service arrangement only as long as that same subscriber retains that same telephone number at the same premises.