

TARIFF DISTRIBUTION

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1. DEFINITIONS OF TERMS

Access Area

The total geographical area served from a specific central office. Central offices are grouped into three access areas, for purposes of this tariff, based upon the quantity of network access lines served per square mile.

Audio Response Unit

Mechanized announcement equipment, which uses synthesized speech to quote a telephone number to a customer who has called Directory Assistance Service.

Basic Local Exchange Service (BLES)

Residential-end-user access to and usage of telephone company provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly.

Consists of all of the following services:

Local dial tone service;

For residential end users, flat-rate telephone exchange service;

Touch tone dialing service;

Access to and usage of 9-1-1 services, where such services are available;

Access to operator services and directory assistance;

Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;

Per call, caller identification blocking services;

Access to telecommunications relay service; and

Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

1. DEFINITIONS OF TERMS (cont'd)

Central Office

A switching unit, in one location of a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one central office may be located in the same building.

Central Office Area

The specific section of an exchange area served by a particular central office or by a particular group of central offices.

Circuit

The term applied to a channel used for the transmission of electrical energy in the furnishing of telephone service. In the case of battery circuits and generator circuits, each pair of wires or fraction thereof is considered as a separate channel.

Class of Service

The term used in describing exchange service with respect to the character of use to be made of such service. The Company furnishes two classes of service: residence and non-residence.

Common Battery Service

The type of telephone service in connection with which electrical energy for talking and signaling is supplied from a central point.

Connecting Company (Independent Company)

A corporation, association, partnership or individual (other than an Associated Bell Company) owning or operating one or more exchanges and with whom traffic is interchanged.

1. DEFINITIONS OF TERMS (Cont'd)

Continuous Property

The continuous plot of ground, including any buildings thereon, occupied by a customer and which is not separated by public highways or by property occupied by others, except that where a customer owns or leases properties on both sides of a street, alley, highway, body of water, railroad right of way, etc., which properties otherwise would be continuous, such properties are considered continuous property provided poles or conduit are not required for the placing of wire facilities between the properties or, if required, are provided and maintained by or at the expense of the customer.

Costs Incurred

Wherever rates or charges based upon "costs incurred" are applied in this tariff, such rates or charges consist of an estimate of the following items to the extent that they are applicable:

- a. Cost of maintenance.
- b. Cost of operation.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- d. Administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items.
- e. Any other specific items of expense associated with the particular situation.
- f. A reasonable amount, computed on the estimated cost installed of any facilities provided, for return and contingencies.

Estimated cost installed, as mentioned in c. and f. above, includes cost of equipment and material specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights of way and any other items which are chargeable to telephone plant accounts.

1. DEFINITIONS OF TERMS (cont'd)

Customer

The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

Derived Local Channel

Derived Local Channel is an arrangement that permits multiple and simultaneous use of a single exchange service for voice and/or data communications. The arrangement consists of equipment located in the central office and on the customer premises.

Directory Listing, see Listing

Exchange

A basic unit for the administration of communication service in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.

Exchange Area

The territory included within the boundaries of an exchange, as shown on maps on file with The Public Utilities Commission of Ohio.

Exchange Service

The furnishing of telecommunications service to individual residence and non-residence customers within a specified geographical area for local calling and access to the message toll network. Exchange Service is comprised of three components - network access line, central office termination and local usage. Exchange service is furnished as follows:

1. DEFINITIONS OF TERMS (cont'd)

Exchange Service (cont'd)

- a. Flat Rate Service: Exchange service in connection with which a stipulated monthly charge is made covering all local message use within a defined area.
- b. Message Rate Service: Exchange service in connection with which local message use is measured in terms of local messages for purposes of charging for the service.
- c. Measured Rate Service: Exchange service in connection with which local messages are measured in terms of four measured elements, i.e., the total number of outgoing completed local messages, the distance and the duration of each local message and the time of day each local message is originated.

Expense Incurred By The Company

Wherever "expense incurred by the Company" is applied in this tariff, such expense consists of an estimate of the expenditure by the Company for labor, material, engineering, supervision, motor vehicles, tool and any other expenditure incident thereto, to the extent that any or all of such items are applicable in the particular situation involved.

Family

A group of persons, related either by blood or by marriage or adoption. In addition, single persons living alone and small groups of unrelated persons sharing the same living accommodations as "partners" shall be considered as families.

Foreign Central Office Service

Exchange service furnished from a central office other than that regularly serving the central office area in which the customer is located.

Foreign Exchange Service

Exchange service furnished from an exchange other than that which regularly serves the exchange area in which the customer is located.

1. DEFINITIONS OF TERMS (cont'd)

Grade of Service

The term used in describing exchange service with respect to the number of customers which may be connected to a line. The Company furnishes the following grades of service: individual and PBX trunks.

Individual

An exchange service connecting one customer's premises with the central office.

Initial Contract Period

The minimum length of time for which a customer is obligated to pay for service and facilities whether or not retained by the customer for such minimum length of time.

Joint User

An individual, partnership, association or corporation sharing a customer's exchange service according to the provisions of this tariff for such shared use.

Listing

A listing consists of a name, address, and telephone number of a listed residential or business customer.

Listing Information System

A database that contains the listed names, addresses, and telephone numbers of AT&T residential and business customers and where available, listings of residential and business customers served by other local providers.

Loading Coil

A device added to a circuit to improve transmission by reducing attenuation.

1. DEFINITIONS OF TERMS (cont'd)

Local Access and Transport Area

A geographic area established by the Company for the provision and administration of communications service. A Local Access and Transport Area encompasses designated exchange areas which are grouped to serve common social, economic and other purposes.

Local Message

A communication between a calling station and any other station within the local service area of the calling station.

Local Service Area

The area within which a customer may make calls without payment of message toll charges. A local service area may include one or more exchange areas of the Company or of other telephone companies. In certain exchange areas, customers may select either:

1. basic local service which provides local service with the basic local service area, or
2. an optional local service which provides one-way local service to specified exchange areas in addition to local service within basic local service area.

Miscellaneous Common Carriers

A Miscellaneous Common Carrier, as defined in part 21 of the Rules and Regulations of the Federal Communications Commission, is a person engaged in rendering communications service for hire to the public who is not engaged in the business of providing either a public landline message telephone service or public message telegraph service. For purposes of this and all other Company tariffs, the term "Miscellaneous Common Carrier" shall apply only to such carriers, as defined above, who are duly licensed by the Federal Communications Commission and have tariffs filed with that Commission and The Public Utilities Commission of Ohio.

Network Access Line

The connecting facility between a customer's premises and a serving central office that provides customer access to the public switched network for placing and receiving calls.

1. DEFINITIONS OF TERMS (cont'd)

Network Interface (NI)

The network interface is a unit provided as part of the network access line. The network interface will be installed on the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the network interface would be in close proximity to the protector or point of minimum penetration where the Company facilities enter the customer's premises.

Network Wiring

Wiring on the network side of the Network Interface at the customer's premises which is used for the termination of network access lines.

Normal Exchange

The exchange which normally serves the exchange area in which the customer is located.

Normal Working Days

All days except Sundays and except Christmas Day, Memorial Day, Independence Day, Labor Day, New Year's Day, Thanksgiving Day, day after Thanksgiving, Washington-Lincoln Day, and Good Friday.

Other Common Carrier

Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing such private line voice, data, or video services or other services as such carriers may be authorized by the Federal Communications Commission to provide.

PBX Trunk

A class of exchange service used when connecting switching equipment located at the customer's premises to the central office.

Premises

1. The building, or portion or portions of a building, occupied at one time by a customer either as a residence or for non-residence use.
2. Two or more entire buildings which are used and occupied by the same customer are also considered to be the same premises if such buildings meet the conditions in either a, b or c following:

1. DEFINITIONS OF TERMS (cont'd)

Premises (cont'd)

2. (Cont'd)

- a. The buildings are connected by enclosed, lighted and heated passage- ways (overhead bridges, subways, or at ground level), or by common basements, permitting access from one building to the other, and such passageways or common basements are suitable for the routing and proper protection of inside cable or wire type facilities.
- b. There is full access between adjoining buildings by means of doorways or open archways and such doorways and archways are suitable for the routing and proper protection of inside cable or wire type facilities.
- c. The buildings have not been made continuous as described in a. and b. preceding however the airline distance between the building in which the main station, attendant position or switching equipment is located and each of the other buildings is not in excess of 150 feet, and the customer furnishes a pathway connecting the buildings which is suitable for the routing, placing, and proper protection of inside cable and wire type facilities, or buried cable or wire.

Where the pathway is underground, it may be a tunnel, conduit, or a closed trench for buried cable or wire. Where the pathway is overhead, it must be a continuous rigid support, such as to make electrical and mechanical protection of the cable or wire unnecessary.

3. Portions of two or more buildings which are used and occupied by the same customer are also considered to be the same premises if these portions of the buildings meet the conditions in either a. or b. following:
 - a. The portions of the buildings are made continuous between the areas used and occupied by the customer by means of enclosed, lighted and heated passageways (overhead bridges, subways, or at ground level), or by a common basement used and occupied solely by the customer, and such passageways or common basements are suitable for the routing and proper protection of inside cable or wire type facilities.
 - b. There is full access by means of doorways or open archways between the areas used and occupied by the customer in adjoining buildings, and such doorways or archways are suitable for the routing and proper protection of inside cable or wire type facilities.
4. If a customer refuses to allow the Company to install inside cable and wire type facilities in the passageways, pathways, basements, doorways, or archways, referred to in 2 or 3 preceding, the buildings or portions of buildings involved shall be considered as separate premises.

1. DEFINITIONS OF TERMS (cont'd)

Premises Wiring

Interior wiring on the customer's side of the Network Interface at the customer's premises which is used for the connection of terminal equipment. The installation and maintenance of premises wiring is provided on a non-regulated basis.

Private Property

The continuous plot of ground owned or leased and occupied by a customer and not separated by public highways or by property occupied by others.

Public Highway

A road, street, highway, way, lane or alley under the control of and kept by the public.

Rate Center

A centralized point within a central office area or exchange area which is established for the purpose of measuring airline mileage between central office areas or exchange areas. Each rate center is assigned a unique pair of vertical and horizontal coordinates as described in Part 9, Section 2 of the AT&T Ohio Guidebook.

Relay Circuit

An arrangement of circuits to provide for electrical separation, but at the same time allow for the transfer or passage of operations from one circuit to one or more circuits, and also to provide where necessary, additional sources of energy.

Repeater

A combination of one or more amplifiers together with their associated equipment, so arranged as to provide for two-way transmission in a telephone circuit.

Residence Location

A place in which a person actually lives continuously and which is considered to be the person's home is a residence location.

1. DEFINITIONS OF TERMS (cont'd)

Right Of Way

The right which the Company obtains to use the land of another for the purpose of installing, constructing, operating and maintaining its facilities. The phrase "right of way" also means a strip of land which the Company has acquired the right to use for its facilities.
Private right of way is right of way on private property, not a part of a public highway.

Rotary Service

An arrangement under which two or more exchange services of the same class and grade, or PBX trunks of the same class, served from the same central office and furnished to the same customer, are grouped so that calls to the first number of the group are automatically routed to the first non-busy number of the group, and a busy signal or busy report is not given unless all the grouped numbers are busy.

Service Area Function - See Part 15, Section 1 of the AT&T Ohio Guidebook.

Shared Tenant Service

The resale or sharing of local exchange service in a multi-tenant single building, or a contiguous complex of buildings under common ownership or management, on non-residence individual and PBX trunks, and Centrex stations.

The Company

The Ohio Bell Telephone Company, LLC d/b/a/ AT&T Ohio

Terminal

The designation given the equipment with which a circuit is connected or the equipment on which a circuit terminates.

1. DEFINITIONS OF TERMS (cont'd)

Termination Charge

A charge applied when a contract for service is terminated before the expiration of the initial contract period.

Termination Liability

A specific charge associated with an item of service from which the applicable termination charge is computed.

Toll Message

A communication between a calling station and a station located in a different local service area.

Toll Office

A central office used primarily for completing and supervising toll calls.

Two-Wire - See Part 15, Section 1 of the AT&T Ohio Guidebook.

Type Of Service

The term used in describing exchange service with respect to each of the following:

1. The use to be made of such service, i.e., by the customer, his family, employees, etc.
2. The comparative limitation which the Company places on the number of times customer service may be used for the stipulated monthly charge. With respect to this use of the term, the Company furnishes three types of service: flat rate (or unlimited) service, message rate service and measured rate service.
3. The physical characteristics of the services, with respect to this use of the term, the Company furnishes only common battery dial service.
4. The scope of the service, i.e., the area throughout which service is rendered to a calling station without the application of toll charges. With respect to this use of the term, the Company furnishes two types of service: basic local area service and optional local area service.

1. DEFINITIONS OF TERMS (cont'd)

Usual Working Hours

The hours between 8:00 A.M. and 5:00 P.M. on all normal working days, together with, in the case of maintenance and repair forces, all other regularly scheduled work hours on normal working days.

2. ABBREVIATIONS USED IN THIS TARIFF

BLES	-- Basic Local Exchange Service
CCSA	-- Common Control Switching Arrangement
C/I	-- Concentrator-Identifier
CO	-- Central Office
COC	-- Central Office Code
DA	-- Directory Assistance
DID	-- Direct Inward Dialing
FCO	-- Foreign Central Office
FX	-- Foreign Exchange
FXE	-- Foreign Exchange Extension
HNPA	-- Home Numbering Plan Area
LATA	-- Local Access and Transport Area
LSA	-- Local Service Area
MCC	-- Miscellaneous Common Carrier
MTS	-- Message Telecommunication Service
NEC	-- National Electric Code
NESC	-- National Electrical Safety Code
NPA	-- Numbering Plan Area
NRC	-- Nonrecurring Charge
PBX	-- Private Branch Exchange
USOC	-- Universal Service Order Code (See Note)
V and H	-- Vertical and Horizontal
WATS	-- Wide Area Telecommunications Service

Note: The Company does not use the Universal Service Order Codes for Centrex Services (Part 5 of the AT&T Ohio Guidebook). The local codes used for these services are available in departmental practices.

1. ESTABLISHING AND FURNISHING SERVICE

The following general regulations are applicable in addition to regulations, rates and charges specified in other sections of this tariff. Where reference is made in this tariff to regulations, rates and charges specified in other tariffs of the Company or in the AT&T Ohio Guidebook, such tariffs or Guidebook as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this tariff.

Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

Establishment of local and message toll telephone service shall take precedence over all other services, except as the public interest shall otherwise require.

1.1 Applications For Service

The Company will generally accept applications for service verbally during usual working hours on normal working days, however the Company reserves the right to require applications for service in writing on forms supplied by the Company.

The Company will accept orders from a customer's duly authorized agent upon demonstration of such agent's authority in a form satisfactory to the Company.

A. Refusal to Provide Local Service

Local Service may be refused under the following conditions:

1. Where an applicant has an outstanding account for local service charges with the Company, the Company may reject application for local service until the amount due shall have been paid in full.
2. In the event an applicant refuses to pay an advance payment or deposit for local service requested by the Company.
3. Upon objection to the furnishing of service made by or on behalf of any governmental authority.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

B. Refusal to Provide Toll Service

Toll Service may be refused under the following conditions:

1. The Company when providing toll service, may “universally” block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange carrier (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio’s (PUCO) rules, or
- b) the Company, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO’s rules), or
- c) the Company, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO’s credit establishment policies and/or are not set forth within a PUCO approved tariff.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

B. Cancellation of Applications for Service

When an application for new service or a request for additions, rearrangements, relocations, or modifications of service is cancelled before service is established or before the work involved has been completed, the applicant or customer may be required to reimburse the Company for all expense incurred in connection with the handling of the application or request before notice of cancellation is received. However, such charge shall not exceed all charges which would apply if the work involved in complying with the application or the request had been completed, i.e., all applicable nonrecurring and termination charges.

C. Use of Service

1. Ownership and Use of Facilities

Facilities furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees shall have the right to lawfully enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities, for the purpose of making collections from coin boxes, or upon termination of the service, for the purpose of removing such facilities or equipment.

1. ESTABLISHING AND FURNISHING SERVICE (Cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd)

2. Use of Customer Service

- a. Customer service is furnished for use by the customer, the customer's family, employees or representatives, persons residing in the customer's household, or guests of the customer. Subject to the provisions of C-3 following, use of the customer's service may also be extended to the following:
- (1) Joint users
 - (2) Guests and tenants of hotels, motels, hospitals, apartment houses and apartment hotels
 - (3) Members of club
 - (4) Persons temporarily subleasing a customer's residential premises
 - (5) Patrons of the customer and the public in connection with exchange access lines terminating in customer-provided equipment which restricts calls to telephone numbers preset by the customer
 - (6) The public in connection with municipal emergency fire and police reporting station lines
 - (7) Patrons of non-residence customers who resell or share their service or equipment
- b. Subject to the provisions of C-3 following, non-residence service of a customer may also be furnished for use in connection with composite data service and overseas telecommunications services (other than voice).

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd)

3. Resale and Sharing (cont'd)

a. General Regulations (cont'd)

- (5) Resale or sharing will be permitted on all basic exchange services provided for in this tariff, except residence services resold for use as non-residence services.
- (6) Listings for the end user clients of customers of record who resell or share service will be provided at the rates for non-residence additional listings as set forth in Part 12, Section 1 of the AT&T Ohio Guidebook. When notified by the customer of record, the Company will place listings of residential end user clients of customers of record in the residential section of its alphabetical directory, where available, otherwise its Listing Information System.
- (7) Direct interconnection of resale or sharing systems or a combination of Shared Tenant Service and Centrex systems serving different resale/sharing systems is prohibited, except as otherwise specified in this tariff or the AT&T Ohio Guidebook.
- (8) The end user clients of customers of record who resell or share service may obtain local exchange service directly from the Company.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

D. Assignment or Transfer of Service

Except as otherwise specifically provided in this tariff, the service of a customer may, upon the consent of the customer and provided there is no interruption or relocation of the service, be assigned or transferred as follows:

1. Non-Residence Service

- a. To another individual, partnership, association or corporation, provided 1) there is no outstanding indebtedness related to contracted-for services, including advertising in classified directories, or 2) if any such outstanding indebtedness exists the individual, partnership, association or corporation assumes all such outstanding indebtedness and the unexpired portion of the contract.
- b. To a receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided 1) there is no outstanding indebtedness related to contracted-for services, including advertising in classified directories or 2) if any such outstanding indebtedness exists the receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings assumes all such outstanding indebtedness and the unexpired portion of the contract.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

D. Assignment or Transfer of Service (cont'd)

2. Residence Service

- a. If the customer no longer resides at the premises to be served, to another individual.
 - b. If the customer continues to reside at the premises to be served, to another individual provided the transferee assumes all outstanding indebtedness for such service and the unexpired portion of the initial contract period applicable to such service, if any.
3. The regulations and conditions contained in this tariff concerning the establishment of service for and the furnishing of service to applicants and customers shall apply to such assignee or transferee.

1.2 Obligation to Furnish Service

The Company's obligation to furnish service is dependent upon its ability to secure and retain without unreasonable expense suitable facilities and rights for the construction, installation, testing and maintenance of the necessary pole lines, circuits and equipment.

1.3 Identity of Customers

Use of Company facilities for public announcements is subject to the following conditions:

- A. For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. Such address may be omitted from the recorded message provided that it is included in a published listing in the name of the organization or individual, responsible for the service, as such name is included in the message.
- B. Customers transmitting factual public announcements, such as time, time-temperature, weather, stock market quotations, airline schedules, and similar information, are excluded from the preceding condition.
- C. Failure to comply with the provisions of this paragraph shall be cause for termination of the service.
- D. The Company will reveal, to the extent the information is available from its records, on request, the name of the customer responsible for the service with which the recorded public announcements are associated, and the address at which the service is provided.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.4 Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company nor any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

1.5 Denial or Termination of Service

A. The Company may deny or terminate any or all local service at one or more or all of the same customer's premises for the following reasons:

1. Abandonment of the service;
2. Nonpayment of any past due charges in accordance with OAC 4901:1-6-12.

(a) Temporary Access To 9-1-1 Service

The Company will continue to follow its existing procedures for disconnection of local exchange service. However, for a period of 14 days following any disconnection for non-payment of a customer's telephone exchange service, a residential customer will have outgoing access to 9-1-1 service provided on the disconnected access line. If, however, the customer has another active local exchange service line at the same service address, the 14 day outgoing access to 9-1-1 service will not be placed on the disconnected line. Where 14-day outgoing access to 9-1-1 service is provided on a disconnected line, all other incoming and outgoing calls on the disconnected line will be blocked. Once the 14-day period ends, complete disconnection will occur, and access to 9-1-1 service will no longer be available from the disconnected line.

3. Nonpayment of any sum on any final account.
4. Abuse or fraudulent use of service as set forth in C. following;
5. Any other violation of the regulations of the Company; or
6. Upon objection to the continuance of service made by or on behalf of any governmental authority.

Subsequent to the completion of an order to discontinue local service, it will be re-established only upon the basis of a new service application.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.5 Denial or Termination of Service (cont'd)

- B. When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.
- C. Abuse or fraudulent use includes, but is not limited to:
1. The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
 2. The use of profane or obscene language;
 3. The impersonation of another with fraudulent intent;
 4. The use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
 5. The use of the service for any purpose other than as a means of communication;
 6. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
 7. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.6 Overtime

The service connection, move, change, installation and nonrecurring charges specified in this tariff contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of a customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.

2. PAYMENT FOR SERVICE

2.1 Customer Responsibility

The customer is required to pay all charges for service and facilities in accordance with the Company's billing and collection practices. The customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages placed from his station and in connection with toll messages received at his station on which the charges have been reversed with the consent of the person called.^{/1/}

2.2 Thirty Day Month

For the purpose of computing charges for facilities and service, and allowances for interruptions in service, every month shall be considered to have thirty days.

2.3 Advance Payments and Deposits

A. Advance Payments

The Company reserves the right to require applicants to make such advance payments as may be necessary for the protection of the Company's exchange and toll service revenues, as well as toll service revenues of an IXC for whom the Company is an authorized agent. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

^{/1/} Effective March 19, 2016, Collect, Person to Person and Bill to Third Number call types are discontinued.

2. PAYMENT FOR SERVICE (cont'd)

2.3 Advance Payments and Deposits (cont'd)

B. Deposits

The Company may, in order to safeguard its interests or those of an IXC for whom the Company is an authorized agent, require an applicant or a customer to make suitable deposit to be held by the Company or IXC. In addition, the Company may require customers who file for bankruptcy to furnish adequate assurance of payment in the form of a deposit or other security in accordance with the U.S. Bankruptcy Code, Section 366. Deposits for residential BLES service shall be in accordance with O.A.C 4901:1-6-12(C)(10). Further, the Company may require toll caps in lieu of, or in combination with, a deposit or advance payment to establish creditworthiness.

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills. At such time as the contract is terminated, such amount of the deposit as is necessary will be applied to any indebtedness to the Company for telephone service charges. A deposit may be refunded or credited to the customer's account at any time prior to the termination of the contract in accordance with the Company's policies.

2.4 Customer Billing Adjustments

The Company will issue applicable billing credits for Basic Local Exchange Service (BLES) outages as prescribed by O.A.C. 4901:1-6-12(C).

2. PAYMENT FOR SERVICE (cont'd)

2.5 Effect of Charge Increases on Pending Orders

A customer who orders service or equipment installations, moves or changes prior to the effective date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time such customer's order was received by the Company provided such work is completed within the Company's normal installation interval in effect at the time such order was placed. The Company's normal installation interval is the interval between the date an order is taken and the earliest date the order can be completed in accordance with the standard work schedules on the date the order is taken. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, such customer will then be subject to the one time charge in effect at the time the work is completed by the Company. A part of an order which is completed prior to the effective date of any increase in the one time charge and which is subject to billing prior to the completion of the entire order in accordance with the Company's billing practices shall be subject to the one time charge in effect on the date said part is completed although the total work is not completed, due to customer-caused delay, by the effective date of the increase. One time charges as used in this paragraph include Service and Equipment charges, move and change charges, installation charges, nonrecurring charges and nonrecurring charge options.

2.6 Rates and Charges

Basic Local Exchange Service (BLES) is subject to the rates and charges specified in this tariff.

2. PAYMENT FOR SERVICE (cont'd)

2.7 Returned Check Charge

When a customer's check is not honored by their bank and the check is returned to the Company due to "insufficient funds" in the customer's account or similar reasons, a "Return Check Charge" will apply at the rates set forth in the AT&T Ohio Guidebook, unless the customer can establish that the charge should not be assessed.

2.8 Individual Customer Contracts

The Company may offer services to individual customers for terms and for rates and charges that differ from those stated in this tariff. Individual contracts will specify these terms, length of service, conditions and rate levels applicable to those specific customers.

2.9 Late Payment Charges for Non-Residence BLES Service

A late payment charge will be applied to non-residential customer bills which remain unpaid after the due date. This charge will be the greater of either \$11.00, or an amount that equals 1.5% of all unpaid charges which are past due; except that the charge is not applicable as specified below. This late payment charge will not be placed on the customer's account until the past due, unpaid balance on that customer's account exceeds \$10.00.

A. The late payment charge does not apply to:

- Amounts which are in dispute at the time the late payment charge would otherwise be applied.
- Federal excise tax or any other taxes levied by law directly on the customer.
- Accounts of the federal, state county or local government.
- Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.

B. Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge.

2. PAYMENT FOR SERVICE (cont'd)

2.10 Late Payment Charges for Residence BLES Services

A late payment charge of \$7.50 will be applied to residential customer bills greater than \$5.00 which remain unpaid after the due date, except that the charge is not applicable as specified below. This late payment charge will not be placed on the customer's account until the past due, unpaid balance on that customer's account is at least nineteen calendar days from the postmark on the bill.

A. The late payment charge does not apply to:

- Amounts which are in dispute at the time the late payment charge would otherwise be applied.
- Any previous late payment fees included in the amount due.
- Service establishment charges for Lifeline.
- Federal excise tax or any other taxes levied by law directly on the customer.
- Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
- Amounts upon which an Interexchange Carrier has already assessed a Late Payment Charge.

2. PAYMENT FOR SERVICE (cont'd)

2.10 Late Payment Charges for Residence BLES Services (cont'd)

- B. Each customer account shall be permitted a one-time waiver of a monthly late payment charge upon request by the customer provided the customer has paid the monthly bill to which the late payment charge was to apply.
- C. Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge.

2.11 Convenience Fee for Payment Made with a Company Representative

A fee, as set forth in the AT&T Ohio Guidebook may apply for each instance of payment of charges made with a Company Representative, when authorized by the subscriber, for one-time electronic payments by check, credit card, or by any other discretionary method that may be accepted by the Company. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment and given the opportunity to be transferred to the automated payment system to avoid this charge.

This fee would not apply when automated payment systems are unavailable due to system outages. This fee would also not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, payments made using self service payment options, or automatic funds transfer.

Customers who are physically unable to use other payment alternatives, including the automated system, and who inform the Company Representative of such limitations on each call, would not be subject to the fee. The Company reserves the right to require medical certification.

2.12 Telecommunication Relay Services (TRS)

Customers may be assessed a monthly charge per line to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

3. OBLIGATION AND LIABILITY OF THE COMPANY

3.1 Liability of The Company

In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of 2., following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

3. OBLIGATION AND LIABILITY OF THE COMPANY (cont'd)

3.1 Liability of The Company (cont'd)

- B. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company; and against any and all claims for damage caused by the customer's facilities or equipment attached or connected to facilities furnished by the Company.

3.2 Installation, Maintenance and Repairs

- A. Unless otherwise specified in the Company's tariffs, a customer is not permitted to install, rearrange, disconnect, remove or repair, or permit others to install, rearrange, disconnect, remove or repair any apparatus or wiring of the Company on the network side of the network interface.
- B. Unless otherwise specified in the Company's tariffs and B.1. and B.2 below, all ordinary expense of installation, maintenance and repair, in connection with facilities and service provided by the Company, on the network side of the network interface, is borne by the Company.
 - 1. In situations where maintenance and repairs would have been performed by the Company during the usual working hours on normal working days, but at the specific request of the customer such work is performed at other times for the customer's convenience or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such maintenance and repairs, when performed during usual working hours on normal working days, may be billed to the customer. This provision, however, shall not apply to emergencies, that is, situations that affect public health or safety, or result from critical illness, unavoidable casualties, or acts of God.
 - 2. In situations such as sporting events, one-time entertainment events, etc., where the customer requests that "standby" workmen be provided to safeguard the continuity of service, irrespective of when such "standby" workmen are provided, the entire cost of providing such "standby" workmen may be billed to the customer.

3. OBLIGATION AND LIABILITY OF THE COMPANY (cont'd)

3.3 Listing Errors and Omissions

The Company's liability arising from errors or omissions in its listings or in accepting listings presented by customers or prospective customers shall be limited to resulting impairment of the customer's service and the Company may discharge such liability by an abatement or refund of an amount not exceeding the charge for the service during the period in which the error or omission occurs. The Company will not be a party to controversies arising between customers or others as a result of published listings.

3.4 Service in Hazardous Locations

Except as otherwise specifically provided in this tariff, the Company will require the customer to install and maintain service at locations which are or may be hazardous or dangerous to its employees or property and then only upon the written consent of the Company.

3.5 Service at Outdoor Locations

The Company will refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to facilities furnished by the Company at such locations.

3.6 Use of Connecting Company Lines

When the lines of another telephone company are used in establishing connections to points not reached by the Company's lines, the Company shall not be held liable for any act or omission of the other company.

3.7 Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a customer resulting from the attachment of the Company's apparatus and associated wiring on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

3.8 Transmitting Messages

Except as otherwise specifically provided in this tariff, the Company does not transmit messages but offers the use of its facilities for communications between customers or others.

4. RESPONSIBILITIES OF THE CUSTOMER

4.1 Lost or Damaged Equipment

In case of damage, loss or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost or destroyed or the expense incurred in restoring it to its original condition.

4.2 Floor Space, Power Supply and Other Arrangements at Customer Premises

The customer shall provide, maintain and bear the expense of the following:

1. Space and floor arrangements for installation of Company facilities.
2. Housing, light, heat and ventilation needed for the operation and maintenance of Company facilities.
3. Electric power, outlets and wiring at convenient locations.

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES

5.1 Initial Contract Periods

- A. An initial contract period applies to all services and facilities provided for a customer. Initial contract periods date from the day following the completion of the installation of the service or facilities involved.
- B. Application of Initial Contract Periods

Except as hereinafter provided, the initial contract period for all services and facilities is one month on the same continuous property:

1. Additional Listings and Joint User Service

The initial contract period for additional listings and joint user service where the listing appears in the directory, where available, is the directory period, otherwise, for listings appearing in the Company's Listing Information System, the initial contract period is one month. The regulation set forth in the preceding sentence also applies to listings which are ordered discontinued by the subscriber after the established closing date of the alphabetical directory in which they are to appear. Contracts for additional listings and joint user service in a directory, where available, are self-renewing for a period of one directory issue until cancelled, except as provided hereinafter under "Termination Charges".

2. Nonrecurring Charge Items

The initial contract period for facilities and equipment furnished at a nonrecurring charge only, is the period for which the service is rendered.

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

5.2 Termination Charges

A. Application of Termination Charges

When service is terminated by the customer, or by the Company for any reason for which it may terminate such service under the provisions of this tariff, prior to the expiration of the initial contract period, the following termination charges apply in addition to all charges due for the service which has been furnished:

1. Additional Listings and Joint User Service

In the case of joint user service and additional listings for which the initial contract period is the directory period, the termination charges will be the charges due to the end of the directory period, except that the termination charges will be the charges due for the period service has been rendered as follows;

- a. In case the contract for the main service is terminated;
- b. In case the listed party or joint user becomes a customer to the same class of service as is furnished to the customer who contracted for such additional listing or joint user service;
- c. In case the customer, the listed party or the joint user moves to different premises as a result of which the service of the customer is not available to the listed party or joint user; or
- d. In the case of death of the listed party or joint user.

2. Contract Periods of Two Years or Less

In the case of services for which the initial contract period is two years or less, the termination charges will be the charges due for the unexpired portion of such initial contract period, except for those items for which a termination liability is set forth in this tariff.

3. Contract Periods in Excess of Two Years

In the case of services for which the initial contract period is in excess of two years, the termination charges will be an amount equal to fifty per cent of the charges for the unexpired portion of such initial contract period, at the rate in effect at the time the service is discontinued, except for those items for which a termination liability is set forth in this tariff.

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

5.2 Termination Charges (cont'd)

A. Application of Termination Charges (cont'd)

4. Termination Liability Items

In the case of items of service for which a termination liability is included with the rates and charges for such items in various sections of this tariff, the termination charges will be an amount equal to such termination liability, reduced by a proportionate amount for each month within the applicable contract period that the monthly rate has been collected.

5. Special Equipment

In the case of special equipment and other equipment or facilities furnished at rates or charges based upon costs incurred, termination charges apply as follows:

- a. Where the initial contract period is one year or less, the termination charges will be the charges due for the unexpired portion of the initial contract period applicable to such special equipment or such other equipment or facilities.
- b. Where the initial contract period is in excess of one year, the termination charges will be such portion of the expense incurred by the Company for the equipment and for its installation and removal, less the salvage value of the equipment removed, as the unexpired portion of the initial contract period bears to the full initial contract period.

6. Change in Type of Service

In the case of the following changes in type of service prior to the expiration of the one month initial contract period, the termination charges will be the charges due for the unexpired portion of such initial contract period:

- a. from flat rate service to message rate service, or vice versa; and
- b. from basic local service to optional local service, or vice versa.

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

5.2 Termination Charges (cont'd)

A. Application of Termination Charges (cont'd)

7. Discontinuance of a Portion of a Service

Where only a portion of a service is discontinued, the termination charges will be as set forth in 2 through 6 preceding. In addition, for those items of service and equipment covered in 2, 3 and 4 preceding for which the initial contract period is six months or more, where rearrangements of the equipment left in service are required as a result of the partial discontinuance, the expense incurred by the Company for such rearrangements will be billed to the customer in addition to the termination charges specified or, at the option of the customer, termination charges on the entire installation will be billed to the customer and a new initial contract period for the equipment as rearranged will commence.

8. Message Allowance

When message rate service is terminated prior to the expiration of the initial contract period of one month, the message allowance for the period of service subsequent to the previous billing date, if any, will be the difference between the monthly allowance for the grade of service furnished and the number of messages allowed at such previous billing date.

B. Conditions Under Which Termination Charges Do Not Apply

1. Assignment or Transfer of Service

Termination charges do not apply

- a. when the service of a customer (including any outstanding indebtedness to the Company and the unexpired portion of the initial contract period, if any) is transferred to a new customer without interruption of the service; or
- b. when the service of a customer (including the unexpired portion of the initial contract period, if any) is transferred, without interruption of the service, to a receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings.

2. Termination of Service In Disaster Cases

Termination charges do not apply to service which is terminated due to fire, flood or other like disaster.

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

5.2 Termination Charges (cont'd)

B. Conditions Under Which Termination Charges Do Not Apply (cont'd)

3. Withdrawal of Experimental Offerings

Termination charges do not apply to service which is terminated due to withdrawal by the Company of an experimental offering of such service.

C. Service Terminated After Expiration of Initial Contract Period

When service is terminated after the expiration of the initial contract period, the charges applicable are those due through the last day of service whether this be a full day or a part of a day. However, in the case of additional listings and joint user service, after listings have appeared in the directory, where available, each directory period is considered as a separate initial contract period (i.e., listings are automatically included in each directory issue unless notice to the contrary is received from the listed party or customer) and termination may be arranged for only under the conditions specified in A-1 preceding.

6. INFORMATIONAL NOTICE

6.1 Landline Direct-Dialed Calls

Landline direct-dialed calls made by the customer to certain cellular or paging telephone numbers may incur an additional charge. This charge is assessed by the wireless provider, not by AT&T Ohio.

7. DISASTER PLANS

7.1 Disaster Relief Plan

When a business or residence customer's premise is destroyed or partially destroyed by means beyond the control of the customer, i.e., natural disaster or fire, the following emergency plan will go into effect, except as provided pursuant to the Major Disaster Relief Plan below:

- The Service Connection Charge to re-establish the local exchange access line after the disaster will be waived.
- The monthly rate and associated Service Connection Charge will be waived for thirty days for the following services:
 - Call Forwarding
 - Call Forward Busy Line
 - Call Forward Don't Answer
 - Remote Call Forward
 - Message Waiting Indicator

7.2 Major Disaster Relief Plan

To assist in cases of state and/or federally recognized disasters, AT&T Ohio may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, natural disasters, terrorism, military action or war.

The offering(s) will be limited in duration.

8. MEET POINT BILLING ARRANGEMENTS

When facilities are provided jointly by the Company and one or more other telephone companies, and a Commission approved multiple bill, multiple tariff (MBMT) arrangement is in place between the Company and the other telephone company or companies, the regulations and prices of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the service provided by the Company.

When the Company and one or more other telephone companies involved in provisioning services operate under a meet point multiple billing arrangement, and a Commission approved MBMT arrangement is in place between the Company and the other telephone company or companies, the portion of the circuit(s) located in that telephone company's area will be billed by that company. Under this arrangement, AT&T Ohio will bill the customer for their portion of the circuit(s) located in its territory at its tariffed rates, while the other telephone company or companies involved will bill the customer at their tariffed rates for the portion of the circuits located in their company territory.

9. REWARDS AND INCENTIVES

From time to time, AT&T may offer an incentive or reward card when customers purchase or subscribe to AT&T products or services. Customers may use these incentive or reward cards to pay for AT&T services.

1. SPECIAL SERVICES

A. Construction Charges

1. General Regulations

- a. All rates and charges specified in this tariff contemplate the establishment of service without abnormal or excessive expense to the Company. Under certain conditions, as outlined in this paragraph A, nonrecurring charges, hereinafter referred to as construction charges, will be applied to cover all or a part of the abnormal or excessive expense incurred by the Company in the establishment of service. Payment of construction charges will be required prior to the commencement of the work with which such construction charges are associated.
- b. 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.

- c. Where construction has been started in order to furnish service to an applicant and the application for service is cancelled prior to the establishment of service, the applicant shall be required to reimburse the Company for the estimated loss resulting from such construction.
- d. Where facilities constructed on private right of way are used as a part of the Company's general distributing plant, the regulations and construction charges to be applied shall be those specified for the construction of facilities on public highways, but when not so used, the regulations and construction charges to be applied shall be those specified for the construction of entrance facilities.

1. SPECIAL SERVICES (cont'd)

A. Construction Charges (cont'd)

1. General Regulations (cont'd)
 - e. Such facilities and construction work as may be provided by an applicant, as hereinafter set forth, shall be subject to the approval of the Company.
 - f. The customer does not obtain any rights of ownership or otherwise in facilities provided by the Company, whether or not construction charges are applied. All facilities provided by the Company shall be under its exclusive control and, except as hereinafter specifically provided, shall be maintained and replaced by and at the expense of the Company.
 - g. All facilities provided by the customer shall be owned by the customer, but shall be under the exclusive control of the Company while used for the furnishing of service by the Company. Maintenance and replacement of such facilities shall be at the expense of the customer.
 - h. Permanent facilities on public highways will be provided by the Company without the application of construction charges.
 - i. A buried wire or buried cable type of facilities will not be provided where, in the judgment of the Company, conditions are unsuitable and the use of such type of facilities may interfere with the furnishing of efficient telephone service.
 - j. When an applicant is so located that it is necessary for the Company to obtain right of way to furnish service, the applicant may be required to pay the cost (including rental) of securing and retaining such right of way.
 - k. Where rearrangement of any facilities provided by the Company on private property is made at the request of or to meet conditions imposed by the customer, the expense incurred by the Company for such rearrangement shall be borne by the customer.

1. SPECIAL SERVICES (cont'd)

A. Construction Charges (cont'd)

2. Temporary Facilities

Where the Company constructs temporary facilities, the applicant will be required to pay the expense incurred by the Company for such construction, plus the estimated cost of removal of such facilities, less the estimated salvage value of the material recovered upon removal of such facilities. Temporary facilities are:

- a. facilities constructed in advance of construction of permanent facilities and removed upon completion of the construction of permanent facilities, and
- b. facilities which will probably be used only for a short term and with respect to which there is no immediate prospect of reuse in place for another applicant.

3. Permanent Entrance Facilities

Entrance facilities are those facilities which extend from the point of entrance on private property to the premises in which service is located. The Company will construct permanent entrance facilities subject to a. through c. following.

1. SPECIAL SERVICES (cont'd)

A. Construction Charges (cont'd)

3. Permanent Entrance Facilities (cont'd)

a. Pole Lines

- (1) When the Company constructs permanent entrance facilities of a pole line type, the applicant shall be required to pay the expense incurred by the Company for that portion of the pole line as is in excess of 1,000 feet, measured along the proposed path of construction.
- (2) When the Company attaches its entrance facilities to poles of others located on private property, the charges to be applied, where expense is incurred by the Company either for purchase of an interest in or rental of contacts on such poles, are the same as those which would be applicable if a pole line were constructed by the Company. When such poles are used by the Company for attaching its entrance facilities without expense, no construction charges shall apply. All other regulations and requirements of both the owner of such pole lines and the Company with respect to such joint use shall apply.

The decision as to whether poles of others are suitable for the attachment of the Company's facilities rests with the Company.

b. Buried Facilities

- (1) When the Company constructs permanent entrance facilities of a buried wire or buried cable type, the applicant shall be required to pay the expense incurred by the Company for excavation and fill-in for that part of the entrance facilities so constructed as is in excess of 1,000 feet in length, measured along the proposed path of construction, provided that the applicant is located in territory where such type of facilities is used for the Company's general distributing plant, and such type of entrance facilities would normally be provided.
- (2) Except as otherwise provided in (1) preceding, the furnishing of buried entrance facilities is not considered normal, and when buried entrance facilities are provided, the applicant shall be required to pay charges as specified in (1) preceding, plus the additional expense incurred by the Company as described in 5. following.

Where a buried wire or buried cable type of entrance facilities is provided by the Company in cases where such type of facilities is not considered normal, the customer shall be required to pay for all excavation and fill-in in connection with maintenance and replacement of such buried wire or buried cable type of entrance facilities.

1. SPECIAL SERVICES (cont'd)

A. Construction Charges (cont'd)

3. Permanent Entrance Facilities (cont'd)

c. Conduit

Where a conduit type of entrance facilities is required, construction charges do not apply; however, the applicant is required to provide, in place, suitable conduit from the point of entrance on his private property to the premises in which service is to be furnished, except where the Company, in its sole discretion, initiates the installation or maintenance of such conduit as part of modernizing the network.

4. Facilities (Other Than Entrance Facilities) Confined to the Same Continuous Property

- a. Except where the Company, in its sole discretion, initiates the installation or maintenance of such conduit as part of modernizing the network, the applicant or customer will be required to provide: (1) poles and fixtures in place where a pole line type of facilities is used; (2) conduit in place where a conduit type of facilities is used; and (3) excavation and fill-in where a buried wire or buried cable type of facilities is used.
- b. The Company will provide wire or cable on such poles, cable in such conduit and buried wire or buried cable in such excavations, in accordance with the regulations and at the rates and charges specified for non-regulated Premises Work and Materials.
- c. Where a buried wire or buried cable type of facilities is provided by the Company on private property, other than for entrance facilities, the customer shall be required to pay for all excavation and fill-in in connection with maintenance and replacement of such buried wire or buried cable type of facilities.

5. Special Types of Construction or Facilities

a. Outside Construction or Facilities

When an applicant requires a special type of construction or a type of facilities not normally provided, or where the conditions imposed by the applicant, such as the time and place involved, make the installation abnormally or excessively expensive, the applicant shall be required to pay the additional expense incurred by the Company; i.e., the difference between the expense incurred by the Company for such construction, facilities or installation and the expense which would otherwise be incurred for a normal type of construction or facilities or a normal installation.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

A. Description

The Company will make available, to the extent it may lawfully do so, access to poles, ducts, conduits and rights-of-way (individually and collectively, "Structure") owned or controlled by the Company for the placement of the Attaching Party's Attachments. This tariff applies to all Attaching Parties obtaining access to Structure other than telecommunications carriers obtaining access to Structure pursuant to a negotiated interconnection or stand-alone structure access agreement pursuant to which the Company is obligated to negotiate guidelines for implementation of the terms and conditions of access.

The availability of Company Structure for the Attaching Party's attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with others, all interests in property granted by persons or entities public and private, and all statutes, laws, codes, regulations, rules and common law, and all terms, conditions and limitations of any or all of the foregoing, by which the Company owns and controls Structure or interests therein.

If the Attaching Party is a provider of telecommunications services, "Poles, Ducts and Conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by the Company to place telecommunications distribution facilities. "Rights-of-Way" are easements, licenses or any other right, whether based upon grant, reservation, contract law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by the Company which is not used or suitable for distribution facilities such as business offices or corporate offices.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

A. Description (cont'd)

If the Attaching Party is a party other than a telecommunications service provider, "Poles" means poles owned by the Company, or poles owned by others or owned in part by the Company or which the Company has a contractual right to permit the use by attaching parties, but in either event, which are used to support attachments. "Ducts and Conduits" means enclosed reinforced passages capable of supporting communication cables, ducts or conduits including single ducts, innerducts and lateral ducts into buildings owned by third parties, and the manholes, handholes, and pull-boxes associated with the ducts or conduit. Duct or Conduit does not include ducts or conduits within buildings owned by third parties.

If the Attaching Party is a party other than a provider of telecommunications services, Rights-of-Way are legal interests of the Company in property of others, such as easements, or licenses, which are suitable for use for attachments for communications distribution networks. Rights-of-Way include ducts or conduit controlled by the Company that are located within buildings owned by third parties and not leased by the Company. Poles, ducts, conduit or rights-of-way do not generally include:

1. controlled environmental vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes; or
2. access to Company owned or leased property for placement of distribution facilities other than in Company poles, ducts or conduits.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

B. Definitions

Act

The Act means the Telecommunications Act of 1996

Application

An application refers to a written request filed by an Attaching Party for permission to utilize specific poles or conduit to place its own facilities. A complete application is an application that provides the Company with the information reasonably necessary under its procedures to begin to survey the poles. For the purpose of determining order size, multiple applications filed by an Attaching Party will be aggregated and treated as one request when the requests are filed within a rolling thirty (30) day period of one another.

- Large Orders- number of poles on application(s) greater than three hundred but less than three thousand poles
- Normal Orders- numbers of poles on application(s) does not exceed three hundred poles
- Sizable Orders- number of poles on application(s) exceeds three thousand

Attaching Entity

"Attaching entity" means cable operators, telecommunications carriers, incumbent and other local exchange carriers, public utilities, governmental entities and other entities with either a physical attachment or a request for attachment to the pole, duct, conduit, or right-of-way and that is authorized to attach pursuant to sections 4905.51 or 4905.71 of the Revised Code. It does not include governmental entities with only seasonal attachments to the pole.

Attaching Party

See Attaching Entity

Attachment(s)

Any attachment by an attaching party to a pole, duct, conduit, or right-of-way owned or controlled by a public utility.

Capacity

Refers to space available on or in structure for an Attaching Party's Attachment.

Conduit Occupancy

Occupancy of a conduit system by any Attachment of an Attaching Party.

Field Survey

All work in the field performed to verify the availability of Company Structure for the Attachments of the Attaching Party and to determine the extent and cost of any Make Ready Work.

Innerduct

A single enclosed raceway for conductors or cables, sometimes placed within ducts.

Make Ready Work

Make Ready Work includes all activities necessary to prepare the Company's Structure for the attachments of Attaching Party, including engineering, field surveys, permits, construction, rearrangement, replacements, inspection, administration and supervision.

Pole Attachment

Any of Attaching Party's Attachments affixed to a pole.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions

1. Structure Availability

The Company will not make Structure available: (a) where, after taking all reasonable steps to accommodate such request, there is insufficient Capacity to accommodate the requested Attachment, or (b) where an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles.

Insufficient Capacity for purposes of this tariff means the lack of existing available space on or in Structure and the inability to create the necessary space after taking all reasonable steps to do so, including modification of existing attachments or replacement of poles, where such modifications and/or replacements are not precluded on the basis of safety, reliability or engineering concerns.

Upon receipt of an Application, the Company shall, at Attaching Party's expense, review information from maps and records or, if necessary, perform a Field Survey. Based on the information from maps and records, or the Field Survey, if completed, the Company will determine if access to the Company's Structure to accommodate the requested Attachment can be provided to the Attaching Party. If the Company proposes to deny an Attaching Party access to its Structure due to Insufficient Capacity, the Company will first offer to meet with the Attaching Party to explore potential accommodations in good faith. If the Attaching Party declines to meet with the Company or after such meeting the Company still proposes to deny access, the Company will provide a detailed, written reason for denial within forty-five (45) days for Normal Orders; within sixty (60) days for Large Orders; and within a timeframe negotiated by Attaching Party and Company for Sizable Orders. Notification of approval of applications shall be subject to these timeframes as well. The absence of a denial within the applicable timeframe is deemed to be an implicit approval.

If the Company is unable to obtain the required permits to perform a Field Survey or any Make Ready Work or if additional information is discovered while performing the Field Survey or Make Ready Work, which would require the Company to deny an Attaching Party access to its Structure due to Insufficient Capacity, the Company will provide a detailed, written reason for denial within five (5) business days of discovery.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

1. Structure Availability (cont'd)

If denial of access is proposed to be made for any reason, the Company will meet with the Attaching Party, at Attaching Party's request and expense, to explore in good faith reasonable alternatives to accommodate the proposed attachment. The notice of proposed denial will include a statement that the Attaching Party has ten (10) business days to request a meeting. The Company will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

Approvals shall be followed, within fourteen (14) days, by an estimate detailing the estimated Make Ready Charges for all activities required to prepare the Structure for Attaching Party's proposed attachment(s). Attaching Party shall have twenty-one (21) days to send notification to Company of its acceptance of the estimate. Company may withdraw the estimate any time after the twenty-first day in the absence of notification of acceptance by the Attaching Party.

2. Franchises, Permits and Consents

Attaching Party shall secure any franchises, permits or consents from federal, state, county or municipal authorities and any property interests or consents from the owners of private property, necessary to construct and operate its Attachments at the location of the Structure it uses. Attaching Party shall indemnify the Company against loss directly resulting from any actual lack of lawful authority to occupy the Structure and Rights-of-Way of the Company.

3. Access and Modifications

Where necessary to accommodate a request for access by Attaching Party, and provided the Company has not denied access for Insufficient Capacity or safety, reliability or engineering reasons, or because the Company may not lawfully make the structure available, the Company will modify its Structure in order to accommodate the Attachments of Attaching Party. The Company may permit the Attaching Party to conduct the Field Survey and Make Ready Work. Modified Structure includes Structure constructed or modified after the effective date of this tariff.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

3. Access and Modifications (cont'd)

Before commencing the work necessary to provide such additional capacity, the Company will provide notice to all other parties having Attachments on or in the Structure proposed to be modified. The notice shall provide such other parties with Attachments sixty (60) days within which to decide to participate in the modification by expanding the party's Attachment. A modification made to accommodate an Attaching Party, including the Company, will include any additional modifications required to accommodate other parties with Attachments desiring to modify their attachments.

Following Attaching Party's submission of payment of the estimated costs, Company shall initiate the required Make Ready Work.

Following receipt of payment for attachments in the communications space, the Company shall make every reasonable effort to complete Make Ready Work within sixty (60) days for Normal Orders; within one hundred five (105) days for Large Orders; and within the negotiated interval for Sizable Orders.

Following receipt of payment for wireless attachments above the communications space, the Company shall make every reasonable effort to complete Make Ready Work within ninety (90) days for Normal Orders; within one hundred thirty-five (135) days for Large Orders; and within the negotiated interval for Sizable Orders.

The completion dates of Make Ready Work for Sizable Orders, regardless of location, shall be negotiated by Attaching Party and Company.

Provided Company cannot demonstrate good and sufficient cause for exceeding the timeline for Make Ready, Attaching Party may hire a contractor authorized by Company for Make Ready Work for attachments in the communications space.

If an Attaching Party requests access to a Company right-of-way where the Company has no existing Structure, the Company shall not be required to construct new poles, conduit or ducts, or to bury cable for an Attaching Party but the Company will make its Right-of-way available to an Attaching Party to construct the Attaching Party's own poles, conduit or ducts or to bury its own cable; provided, however, if the Company desires to extend its own attachments, the Company will construct the Structure to accommodate the Attaching Party's Attachment.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

3. Access and Modifications (cont'd)

The costs of modifying a Structure to accommodate Attaching Party's Attachment or the needs of the Company shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification such parties shall share in the cost of modification proportionately with the party initiating the modification. A party, including the Company, with a pre-existing Attachment to the Structure to be modified to accommodate another Attaching Party shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. In the event a party, including the Company, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, a party or the Company with a pre-existing Attachment to the Structure, shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another Attaching Party. If a party, including the Company, makes an Attachment to the modified structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added Attachment possible.

All modifications to the Company's Structure will be owned by the Company. Attaching Parties, including the Company, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking access to the modified structure.

After acceptance of responsibility to pay by the Attaching Party, the Company will schedule a Field Survey. Where required by the Company's joint use or ownership of Structure agreements with the electric company providing services in the area of the Attachments, the Field Survey shall be conducted jointly with the electric company. The Attaching Party may accompany the Company on the Field Survey. If the Attaching Party supplies a representative, the Company will notify the Attaching Party within 48 hours of beginning the Field Survey.

A representative of the Company may be on the job site when an Attaching Party is placing or removing its Attachments. The Company must be given notice five (5) business days prior to the Attaching Party's construction start date.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

4. Structure Access Implementation Guidelines^{/1/}

The Company may issue procedures and guidelines for the implementation of this tariff section and efficient administration of access to the Company's Structure. Copies of the current Structure Access Guidelines may be obtained from the AT&T Structure Access Coordinator, 220 Wisconsin Avenue; Waukesha, WI 53186. No change in such Guidelines shall be effective until sixty (60) days after written notice is sent to Attaching Parties and the Commission Staff specifying any proposed changes and seeking Staff's comment. Any notices will be sent to the current billing addresses for Attaching Parties.

5. Installation and Maintenance Responsibility

Attaching Party shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by the Company or by other Attaching Parties. Work performed by Attaching Party on, in or about the Company's Structures shall be performed by properly trained, competent workmen skilled in the trade with qualifications and training at least equivalent to that of the workers and contractors of the Company.

The Company with input of the Attaching Party, will assign in a nondiscriminatory fashion, location of the Attachment on or in the Structure or right-of-way.

Attaching Party shall construct each Attachment in conformance with the Occupancy Permit issued for such attachment. Other than routine maintenance and service wire attachments, Attaching Party shall not modify, supplement or rearrange any Attachment without first obtaining a revised Occupancy Permit therefore.

Attaching Party shall provide the Company with notice five (5) business days before entering any manhole, handhole or pull box for construction or maintenance purposes.

6. Installation and Maintenance Standards

Attaching Party's Attachments shall be installed and maintained in accordance with the valid and lawful rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices and other standards and practices promulgated by the Company, the FCC, the Commission, the Occupational Safety & Health Act and of any other governing authority having jurisdiction over the subject matter. The Attaching Party shall defend, indemnify and hold harmless the Company from and against any claim, demand, cause of action, cost, judgments, damages or expenses, including reasonable attorney's fees, arising directly or indirectly out of the Attaching Party's failure to do so.

^{/1/} The Structure Access Guidelines are being incorporated by reference to comply with the Opinion and Order of the Public Utilities Commission of Ohio in Case No. 96-1027-TP-CSS, issued on April 17, 1997. By filing this tariff, Ameritech Ohio expressly reserves, and does not waive, any legal rights or recourse it may have to challenge or contest the validity of the Commission's Order and/or the subject tariff, including the right to seek judicial determination that the tariff is void *ab initio* as being contrary to federal law.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

7. Access Requests

Any request by Attaching Party for access to the Company's Structure shall be in writing and submitted to the Company's Structure Access Coordinator. Access requests will be handled in accordance with the criteria set forth in O.A.C. 4901:1-3-03 and are subject to negotiation or waiver as permitted in O.A.C. 4901:1-3-03. The Company may not limit the number and scope of requests from Attaching Party being processed at any time, but may prescribe a process for orderly administration of such requests.

The priority for right of access to existing capacity in the Company's Structure will be determined by the actual time that the written request of the Attaching Party for access to the Company Structure is received by the Structure Access Coordinator. The Attaching Party will have the priority right (the position in the queue) for access to the Company Structure entered on the written request for access, as long as the Attaching Party continues normal processing of the request for access, including Field Survey, Make Ready Work and construction of Attachments. The Attaching Party can contact the Structure Access Coordinator for the status of the request.

Attaching Party's attachment to the Company's Structure shall be pursuant to a written permit (an "Occupancy Permit") issued by the Company for each request for access.

The Company's Structure Access Coordinator shall be responsible for processing requests for access to Company Structure, administration of the process of delivery of access to Company Structure, for all matters relating to access to Company Structure.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

8. Unused Space

Excepting maintenance ducts and ducts required to be reserved for use by municipalities, all usable but unused space on Structure owned or controlled by the Company shall be available for the Attachments of Attaching Parties, or the Company.

An Attaching Party may not reserve space on Company Structure for its future needs. The Company shall not reserve space on Company Structure for the future need of the Company nor permit any other person to reserve such space. Notwithstanding the foregoing, Attaching Party may provide the Company with a two (2) year forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

An Attaching Party's Attachments to Company Poles may be placed in overbuild space or underbuild space. The Attaching Party may request the Company to place brackets on the Company's poles to attach the Attaching Party's Attachments. "Overbuild space" is the location on the pole or portion of the pole controlled by the Company that is available for Attachments and is a minimum of 12 inches above the highest existing telecommunications or cable television cable Attachment but below the neutral space. "Underbuild space" is the location on the pole or portion of the pole controlled by the Company that is available for Attachments and is a minimum of 12 inches below the lowest existing telecommunications or cable television cable Attachment but adhering to the minimum NESC or state of local clearance to ground requirements. A bracket is used to attach an additional Attachment on an existing pole Attachment. Any brackets placed are owned by the Company.

An Attaching Party may select the location on the pole, in the conduit or within the rights-of-way for its attachment, subject to approval by the Company. Assuming available capacity, approval will be denied only for safety, reliability or general engineering principles.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

9. Maintenance Ducts

One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. The maintenance ducts shall be available to any party with an Attachment in the conduit section for maintenance purposes.

10. Cost of Certain Modifications

If, at the request of a governmental entity, court or Commission or property owner (provided such property owner has authority to require such modification or Attaching Party agrees to such modification), the Company moves, replaces or changes the location, alignment or grade of its conduits or poles, each party having an Attachment to such Structure shall bear its own expenses of relocating its own Attachments.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

11. Maps and Records

The Company will provide, at the request and expense of Attaching Party, access to redacted maps, records and additional information relating to the location, capacity and utilization of the Company's Structure. Upon request, the Company will clarify matters relating to maps, records or additional information. The Company does not warrant the accuracy or completeness of information on any maps or records.

Maps, records or information are and remain the proprietary property of the Company, are provided to the Attaching Party solely for the purpose of enabling the Attaching Party to obtain access to the Company's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

The Company will provide information currently available on the Company's maps and/or records regarding:

1. the location of Structure and street addresses for manholes and poles as shown on Company maps
2. the footage between manholes or lateral ducts lengths, as shown on Company maps
3. the footage between poles, if shown on Company maps
4. the total capacity of the Structure and
5. the apparent available capacity of the Structure.

The Company will not create additional information or provide information in formats other than that in which it currently exists and is maintained by the Company.

The Company will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

12. Occupancy Permit

The Attaching Party's access to Company's Structure shall be pursuant to a written Occupancy Permit issued by the Company for each requested attachment.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

12. Occupancy Permit (cont'd)

An Occupancy Permit shall automatically terminate if (a) the Attaching Party's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners necessary for the Attaching Party to lawfully maintain the attachment is terminated, via a final non-appealable determination (b) the Attaching Party has not placed and put into service its Attachments to the Company's Structure within one year from the date the Company has notified Attaching Party that such Structure is available for Attaching Party's Attachments, (c) the Attaching Party ceases to use its attachment to provide services for any period of one year, (d) the Attaching Party fails to comply with a material term or condition of this tariff and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from the Company, or (e) the Company ceases to have the right or authority to maintain its Structure, or any part thereof to which Attaching Party has Attachments.

If the Company ceases to have the right or authority to maintain its Structure, or any part thereof, to which Attaching Party has Attachments, the Company shall provide Attaching Party notice within ten (10) business days after the Company has knowledge of such fact and will not require Attaching Party to remove its Attachments from such Structure prior to the Company's removal of its own Attachments.

If Attaching Party surrenders its Occupancy Permit for any reason (including forfeiture under the terms of this tariff) but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Attaching Party to so surrender such Occupancy Permit, the Company shall remove the Attaching Party's Attachments at the Attaching Party's expense.

The Company will provide the Attaching Party at least sixty (60) days written notice prior to (a) terminating an Occupancy Permit for an Attachment or service to an Attaching Party or removal thereof for a breach of the provisions of this tariff, (b) any increase in the rates for Attachments to the Company's Structure, or (c) any modification to the Company's Structure to which the Attaching Party has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

13. Inspections

The Company may make inspections of all or any part of the Attachments of Attaching Party on Company Structures. Inspections shall be made to (a) ensure that the Attaching Party's Attachments have been constructed in accordance with the applicable permit and do not violate any other Attaching Party's rights on the Structure and (b) ensure that the Attaching Party's Attachments are subject to a valid permit and conform to all applicable installation and maintenance standards.

Such inspections performed during the post-construction process for an attachment shall be conducted at the expense of the Attaching Party. The Attaching Party shall bear all expenses associated with rectifying any deviation(s) from installation and maintenance standards as attributable to Attaching Party's attachment(s) and/or construction efforts.

Spot inspections conducted spontaneously in the course of Company business shall be performed at the expense of the Company, unless the Company identifies any violation of installation and maintenance standards identified in this tariff. In the event such a violation is identified, the Attaching Party at fault shall bear the cost of the applicable spot inspection, as well as all costs associated with remediation of such violation.

The costs of periodic inspections (surveys verifying all attachments on each individual pole) will be shared proportionately by the parties attached to the associated poles, in accordance with the survey contract negotiated by Company with the related electric company pole owner. These inspections shall not be made more often than once every five (5) years. Where reasonably practicable to do so, the Company shall provide prior written notice to Attaching Party of such inspections.

14. Damage to Attachments

Both Attaching Party and the Company will exercise all reasonable care to avoid damaging the Attachments of either or of others or the Company Structure to which Attaching Party obtains access hereunder. The party damaging the Attachments or Structure of others shall be responsible therefore.

15. No Subletting or Assignment

Access to the Company's Structure is personal to the Attaching Party. The Attaching Party shall not let, assign, license, permit or suffer any other party to exercise any of the rights or privileges of the Attaching Party in obtaining access to the Company's Structure.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

16. Interconnection

The preferred entrances and exits to the Company's conduit system is at established openings including building entrances, points at which cable enters the Company's underground conduit facilities, stubbed-off ducts and preformed manhole lateral knockouts.

If the preferred entrances or exits are not available, upon Attaching Party's request, the Company will permit the interconnection of ducts or conduits owned by Attaching Party to Company manholes. Interconnection will not be permitted where modification of Company structure to accommodate the Attaching Party's request for access is not practical or consistent with generally applicable engineering standards. Attaching Party will be responsible for any costs required to accommodate the interconnection.

Except where required herein, requests by Attaching Party for interconnection of Attaching Party's attachments in or on Company Structure with the Attachments of other Attaching Parties in or on Company Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this tariff and for reasons of capacity, safety, reliability, and engineering. The Company will provide a written response to Attaching Party's request within forty-five (45) days of the Company's receipt of such request.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

17. Abandonments, Sales or Dispositions

The Company shall notify the Attaching Party at least sixty (60) days prior to the proposed abandonment, sale, or other intended disposition of any structure. In the event of a sale or disposition of the conduit system or pole, the Company shall condition the sale or other disposition to the rights granted Attaching Party.

18. Unauthorized Attachments

If unauthorized attachments on or in the Company Structure are discovered, the Company will provide notice of an unauthorized attachment by location, with the pole number, where available, to the owner of the attachments and the owner will:

- if the owner does not desire to maintain the attachments, remove the attachments within ninety (90) days of the notice and failing such removal, the Company shall remove the attachments at the sole cost of, but without any liability to, the owner;
- if the owner desires to maintain the attachments, the owner must request access to the Company's Structure for the attachments under the terms of this tariff within ten (10) business days of the notification and correct any violations of installation and maintenance standards within thirty (30) days of the notice;
- in either event, the owner will pay an Unauthorized Attachment Fee of:
 - (a) \$500 per pole for attachments made without an executed pole attachment agreement with Company; and either
 - (b) \$100 if the violation is discovered during a periodic inspection; or
 - (c) five (5) times the current Annual License Fee per Attachment if self-reported.

In addition to the applicable Unauthorized Attachment Fee, Attaching Party shall pay for all of the costs and expenses of the Company and any other Attaching Parties incurred, as a result of the unauthorized attachment(s), within thirty (30) days of an invoice therefore. Cost and expenses attributable to unauthorized attachments include but are not limited to costs for inspection, notification, Structure changes, billing, administration, records updates and removal of the attachments.

19. Taxes

The Attaching Party shall be solely responsible for any or all taxes levied on its Attachments on the Company's Structure.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

20. Work Safety

Each party will be solely responsible for safety and supervision of its own employees, agents, and contractors working in and around the Company's Structure and shall comply with all applicable laws, codes or rules relating thereto including the Occupational Health and Safety Act.

21. Insurance

At all times, each Attaching Party shall keep and maintain in force all insurance required by any applicable law, including the following:

- a policy of commercial general liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations; and a minimum of \$1,000,000 Fire Legal Liability sub-limit. The Company, its affiliates, officers, agents and employees shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of Company. The liability policies shall be primary and non-contributory from any insurance that is maintained by Company.
- Workers' Compensation insurance with benefits afforded under the laws of Ohio and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy and \$1,000,000 for Bodily Injury by disease-each employee. To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of Company, its affiliates, and their directors, officers and employees.
- Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business, Automobile, Liability and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Company.
- Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

21. Insurance (cont'd)

Upon request of Company, the Attaching Party shall provide to the Company evidence of such insurance. The Company agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

- Workers' Compensation and Employers Liability: Attaching Party submit to Company its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by Ohio or the employer's state of hire; and
- Automobile liability: Attaching Party shall submit to Company a copy of the state-issued letter approving self-insurance for automobile liability issued by Ohio; and
- General liability: Attaching Party must provide evidence acceptable to Company that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

All insurance required in accordance with this section must be in effect before Company will issue pole attachment or conduit occupancy permits under this Agreement. Attaching Party agrees to provide Company with at least thirty (30) calendar days' advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. The Attaching Party shall comply with and qualify under the Worker's Compensation laws of the State of Ohio and shall cause each of its contractors and subcontractors to so comply and qualify.

22. Warranty Disclaimer

Except as expressly provided under this tariff, the Company makes no warranty, express, implied or statutory, with respect to the services, functions, products or facilities it provides or is contemplated to provide under this tariff section and expressly disclaims the implied warranties of merchantability and/or of fitness for a particular purpose.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

23. Limitation of Liability and Indemnity

The Company's liability, if any, for its willful or intentional misconduct is not limited by this tariff. With respect to any other claim or suit, by an Attaching Party, or by any others, for damages associated with the provision of access to the Company's Structure hereunder, and subject to the following provisions of C.14 preceding, the Company's liability, if any, shall not exceed an amount equal to the proportionate charges or fees for the Attaching Party's Attachments for the period during which the access to the Company's Structure was affected.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

23. Limitation of Liability and Indemnity (cont'd)

The Attaching Party shall indemnify and hold harmless the Company against any and all claims, demands, causes of action, damages, judgments, costs or liabilities of every kind and nature whatsoever, including reasonable attorneys' fees, which may arise out of, be caused by, or be alleged to have been caused by (1) the erection, maintenance, presence, use or removal of the Attaching Party's Attachments on the Company's structure, (2) any act of Attaching Party in connection with or in the vicinity of the Company's structure, or (3) any interruption, discontinuance, or interference with Attaching Party's service to any of its customers occasioned or claimed to have been occasioned by any action of the Company pursuant to or consistent with this tariff. Attaching Party shall, upon demand and at its sole risk and expense, defend any and all suits, actions or other legal proceedings brought or instituted against the Company on any such claim, demand or cause of action, and shall pay and satisfy any settlement thereof or judgment or decree rendered against the Company therein, and Attaching Party shall reimburse the Company for any and all legal expense incurred by the Company in connection therewith. Attaching Party shall also indemnify, protect and save harmless the Company from any and all claims, demands, causes of action, damages, judgments, costs or liabilities of every kind and nature whatsoever, including reasonable attorneys' fees, which arise or are alleged to have arisen directly or indirectly from the operation of Attaching Party's Attachments and facilities including without limitation taxes, special charges by others, and damages or loss for libel and slander, for unauthorized use of television broadcast programs, for unauthorized use of other program material, for infringement of patents, copyright, trademark or trade secret with respect to the manufacture, use of operation of Attaching Party's Attachments and facilities whether arising from the use of Attaching Party's Attachment in combination with the Company's structure or otherwise.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features

1. Standard Features

Administrative Fees

Administrative Fees cover the cost of establishing records, databases and systems, and similar administrative procedures to accommodate an Attaching Party's requests for access to the Company's Structure. Administrative Fees are payable with Attaching Party's initial request for access. Administrative Fees are not refundable.

Maps, Records and Information Charges (Information Access)

Information access charges cover the full cost of administration and preparation required to provide viewing of maps, records, drawing and information and researching, preparing, redacting maps and/or records, drawing and information and the explanation of maps, records, drawings and information.

Prior to initiating access to information, the Attaching Party shall pay in advance the estimated amount of charges associated with the Information Access request. After the work is completed, the Attaching Party shall pay the amount by which the costs of the request exceed the estimate; or, the Company will reimburse the Attaching Party the amount by which the deposit exceeds the actual cost of the request, whichever is applicable.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Make Ready Work Charges

Make Ready Work charges include all of Company's costs to complete a survey of Structure for the proposed attachment(s), prepare an estimate of Make Ready charges, prepare Structure for the attachments of Attaching Party, and complete a post-construction inspection of the attachment(s). Components of these costs include engineering, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to the Company to perform the required work.
- b. Prior to commencing any Make Ready Work by Company, Attaching Party shall pay in advance the estimated amount of the Make Ready Work charges. After the work is completed, the Attaching Party shall pay the amount by which the Make Ready Work charges exceed the deposit; or the Company will refund to the Attaching Party the amount by which the deposit exceeds the actual cost of the Make Ready Work charges, whichever is applicable.
- c. The Attaching Party shall make separate advance payments for field survey Make Ready Work to determine the actual availability of space apparently available based on Company's records and for the Make Ready Work to prepare the Structure for Attaching Party's attachment.
- d. In the event other Attaching Parties share in the responsibility for the modification to the Company's Structure, the advance payments required by this section shall be Attaching Party's proportionate share of the Make Ready Work Charges.
- e. The Company will not be responsible for any modification and/or Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits, acts of governmental agencies, strikes and labor actions, earthquakes, fire, floods, tornadoes, blizzards or other acts of God, or any other condition beyond the reasonable control of the Company. In the event any such delaying event should occur, the Company will meet with the Attaching Party to discuss appropriate means, if possible, to remove or avoid the delaying event.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Attachment Fees

Attachment Fees are the recurring charges to Attaching Party to place its Attachments in or on Company Structure.

- a. Attachment Fees are due and payable annually, in advance. On January 1 of each year, Attaching Party will be billed for its Attachments to Company Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year.

Any Attachments made within the billing period will be billed at the time of the attachment for the entire billing period.

- b. The Attachment Fee for poles applies to each pole on which Attaching Party has placed its attachments or for which Make Ready Work pursuant to a request for access has been complete. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments within the usable space of the pole, as defined in paragraph (U) of rule 4901:1-3-01 of the Ohio Administrative Code.
- c. The Attachment Fee for duct or conduit applies to the total number of feet of Company conduit system or ducts in which Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Company's conduit system or duct occupied by the Attaching Party's attachment, plus the cable racking and maintenance loop space measured by the length of the Attaching Party's cable within each manhole.

If Attaching Party's partial occupancy of a continuous conduit system or duct renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Attachment Fees (cont'd)

c. (cont'd)

If Attaching Party occupies an entire duct, the Attachment Fee shall be two times the rate per innerduct foot for the Attachment.

- d. The Attachment Fee for linear rights-of-way applies to the total linear footage of strips of land suitable for direct buried or trench placement of cable facilities of Company right-of-way in which Attaching Party has placed attachments or for which Make Ready Work pursuant to a request for access has been completed.

- e. If Attaching Party's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

The Attachment Fee for Attaching Party's equipment cabinets or enclosures placed on Company rights-of-way will be priced on a case-by-case basis, depending upon the proposed attachment and the characteristics of the rights-of-way in question including the consumption of usable space of the right-of-way by the attachment and its usability for the attachment of others after the attachment.

The Attachment Fees for Attaching Party's Attachments to Company rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed attachment and the characteristics of the right-of-way in question including the consumption of usable space of the right-of-way by the attachment and its usability for the attachment of others after the attachment, and the cost to the Company of the right-of-way in question.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Attachment Fees (cont'd)

- f. The Company reserves the right to price on a case-by-case basis any extraordinary Attachment to its Structure. An extraordinary attachment is any attachment to Company Structure which is not typical of attachments commonly made to poles, ducts, conduits or rights-of-way, as the case may be, and which impacts the usability of the pole, duct, conduit or right-of-way in excess of a typical attachment or which presents greater than typical engineering, reliability, or safety concerns to other users of the duct, pole, conduit or right-of-way.

Inspection Fees

Inspection Fees include the costs to the Company to make spot and periodic inspections of its Structure with respect to the Attachments of all Attaching Parties. These costs are attributable to attaching parties as described in paragraph C.13 of this tariff.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

E. Prices

1. Service Elements

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Per Year</u>
<i>Administrative Fee</i>		
- per request or assignment	\$200.00	-
<i>Pole Attachment Fee</i>		
- per pole, per year for each one foot of usable space occupied	-	\$2.94
<i>Conduit Attachment Fee</i>		
- per foot of innerduct occupied per year	-	0.53
- per foot where no innerduct is installed per year		0.81

1. SERVICE ESTABLISHMENT AND CHANGE CHARGES

1.1 Definitions of Terms used in this Section

Billable Network Wiring

Work performed on a customer's premises by a Company employee or representative at the customer's request and not covered by other charges. Any work required to establish or reestablish network access to the Company-provided network interface is excluded.

Changes in Service

Includes changes in telephone service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Complex Service

Includes all other exchange service and their associated facilities and equipment excluded from simple service.

Establishment of Service

The initial establishment of telephone service or equipment for a customer, and transfers of telephone service and equipment from one premises to another on non-continuous property subsequent to the establishment of such service or equipment for a customer.

Moves of Service

Includes relocations of telephone service or equipment on the same continuous property subsequent to the establishment of such service or equipment for a customer.

Network Wiring

Network wiring work includes travel, preparation, wiring on the network side of the network interface.

Point of Minimum Penetration (POMP)

First point on a customer's premises that the network facilities wiring is accessible.

1. SERVICE ESTABLISHMENT AND CHANGE CHARGES

1.1 Definitions of Terms used in this Section (cont'd)

Simple Service

Simple residence and non-residence exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions:

1. The network access lines are served from their normal serving central office.
2. All terminations of the network access lines are confined to a single continuous property.
3. Customer premises equipment connected to such network access lines is limited to non-key telephones with associated miscellaneous or supplemental equipment.

Where more than one exchange service is billed on a single account, the multi-line account is considered simple only when all the network access lines meet the criteria as outlined in 1. through 3 preceding.

1.2 General Regulations

A. Nonrecurring charges (NRC) are applicable for the following work functions required to establish exchange service:

1. Service Ordering Charge - A nonrecurring charge which covers receiving, recording and processing information necessary to execute a customer's request for service.
2. Central Office Connection Charge - A nonrecurring charge for establishing or changing central office connections which may include, but are not limited to, circuit design work and establishing or changing central office connections.
3. Line Connection Charge - A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.
4. Network Wiring Charge

A one time charge consisting of a time sensitive network wiring charge required to perform customer requested work on the customer's premises, except work required to establish or reestablish network access.

1. SERVICE ESTABLISHMENT AND CHANGE CHARGES (cont'd)

1.2 General Regulations (cont'd)

- B. Service Establishment and Change Charges apply in addition to all other rates and charges for services provided by the Company.
- C. The charges specified in this section contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of the customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.

1.3 Nonrecurring Charges

- A. Application of NRCs to Establish Services

Except where otherwise specified in this paragraph 1.3, the same nonrecurring charges apply to residence and non-residence. (C)

The Central Office Connection and Line Connection Charges do not apply to the transfer of an existing central office line serving a reseller's end user when there is no interruption of service.

1. SERVICE ESTABLISHMENT AND CHANGE CHARGES (cont'd)

1.3 Nonrecurring Charges (cont'd)

A. Application of NRCs to Establish Services (cont'd)

1. Exchange Service

The following charges are applicable to each individual exchange service being established:

<u>Description</u>	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-Residence</u>	<u>Residence</u>	<u>Non-Residence</u>
<i>Basic Local Exchange Service (BLES)</i>				
Service Ordering Charge, per location, per occasion.	\$29.00	\$15.85	\$29.00	\$25.50
Central Office Connection Charge, per termination.	5.50	17.00	5.50	13.00
Line Connection Charge, per termination.	14.50	16.50	14.50	24.35

2. RESTORAL OF SERVICE CHARGES

A. Application of Nonrecurring Charges for Restoral of Basic Local Exchange Service (BLES).

Description	Complex Charge		Simple Charge	
	Residence	Non-Residence	Residence	Non-Residence
1. Service restored after temporary denial but prior to completion of order to discontinue service, per service or system				
Restoral Charge	\$26.55	\$26.55	\$32.30	\$32.30
2. Service restored after temporary suspension				
Restoral Charge	62.30	75.85	33.55	33.55
3. Service restored after temporary interception				
Restoral Charge	62.50	87.70	33.55	33.55