

**Mountain Communications, LLC**  
P.U.C.O. NO. 3

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This tariff, P.U.C.O. Tariff No. 3 filed by Mountain Communications, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Mountain Communications, LLC, P.U.C.O. Tariff No. 1

Detariffed services may be viewed at the Company's headquarters: Route 3, Box 69 G  
Bruceton Mills, WV 26525

PUCO NO. 3

**Mountain Communications, LLC**

<u>Competitive Telecom Services</u>	<u>Page Reference</u>
Local Exchange Services	9

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated June 4, 2008 in Case 08-0563-TP-ACE  
Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 3

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Dalton	Independence	Murray City
Akron	Danville-Highland	Ironton	Navarre
Alliance	Dayton	Jamestown	Nelsonville
Alton		Jeffersonville	New Carlisle
Arabia	Dayton	Kent	New Holland
Atwater	Donnelsville	Kirtland	New Lexington
Barnesville	Dresden	Lancaster	New Matamoras
Beallsville	Dublin	Leetonia	New Riegel
Beavercreek	Duffy	Leroy	New Waterford
Bedford	East Liverpool	Lewisville	Newcomerstown
Belfast	East Palestine	Lindsey	
Bellbrook	Enon	Lisbon	Newport
Belpre	Fairborn	Lockbourne	Niles
Berea	Findlay	London	North Canon
Bethesda	Fletcher-Lena	Louisville	North Hampton
Bloomington	Fostoria	Lowellville	North Lima
Bloomington	Franklin	Magnolia-	North Royalton
Bowersville	Fremont	Waynesburg	Norwich
Burton	Fultonham	Manchester (SUM)	Olmsted Falls
Canal Fulton	Gahanna	Mantua	Painesville
Canal Winchester	Gallipolis	Marietta	Perrysburg
Canfield	Gates Mills	Marlboro	Philo
Canton	Girard	Marshall	Piqua
Carroll	Glenford	Martins Ferry-	Pitchin
Castalia	Gnadenhutten	Bridgeport	Rainsboro
Cedarville	Graysville	Massillon	Ravenna
Centerville	Greensburg	Maumee	Reynoldsburg
Chagrin Falls	Grove City	Medway	Rio Grande
Cheshire	Groveport	Mentor	Ripley
Chesterland	Guyan	Miamisburg-West	Rogers
Christiansburg	Harrisburg	Carrollton	Rootstown
Cleveland	Hartville	Middletown	Roseville
Columbiana	Hillcrest	Milledgeville	Rushville
Columbus	Hilliard	Mingo Junction	Salem
Conesville	Hillsboro	Mogadore	Salineville
Corning	Holland	Monroe	Sandusky
Coshocton	Hubbard	Montrose	Sebring

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Sedalia	
Sharon	Willoughby
Shawnee	Winchester
Somerset	Woodsfield
South Charleston	Worthington
South Solon	Xenia
South Vienna	Yellow Springs-Clifton
Spring Valley	Youngstown
Springfield	Zanesville
St. Clairsville	
Steubenville	
Strongsville	
Sugar Grove	
Sugar Tree RidgeTerrace	
Thornville	
Tiffin	
Toledo	
Toronto	
Tremont City	
Trenton	
Trinity	
Ulrichsville	
Uniontown	
Upper Sandusky	
Vandalia	
Victory	
Vinton	
Walnut	
Washington Cour House	
Wellsville	
West Jefferson	
West Lafayette	
Westerville	
Whitehouse	
Wickliffe	

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DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Chatham	Greenwich	Mechanicsburg
Albany	Chauncey	Guysville	Mechanicstown
Amanda	Chesapeake	Hamersville	Medina
Amesville	Cheshire Center	Hanoverton	Mendon
Amsterdam	Circleville	Harlem Springs	Milan
Antwerp	Clarksville	Harpster	Millersport
Arlington	Clyde	Haskins-Tontogany	Mineral City
Ashland	Coldwater	Hayesville	Minerva
Ashley	Congress	Helena	Minster
Ashville	Convoy	Hicksville	Monroeville
Athens	Cooperdale	Higginsport	Montpelier
Attica	Crestline	Homerville	Montrose
Baltic	Creston	Homeworth	Morning Sun
Baltimore	Curtice-Oregon	Huron	Morrall
Barlow	Decatur	Idaho	Mowrystown
Beach City	Delaware	Jackson	Mt. Blanchard
Beaver	Dellroy	Jenera	Mt. Orab
Bellevue	Dexter City	Jewett	Nevada
Bergholz	Dillonvale-Mt.	Kelleys Island	New Bremen
Berlin	Pleasant	Kilbourne	New Burlington
Berlin Heights	East Rochester	Knoxville	New Concord
Bettsville	Edgerton	Lakeville	New Lebanon
Beverly	Edon	LaRue	New London
Blanchester	Elmore	Laura	New Marshfield
Bloomville	Englewood	Laurelville	New Philadelphia
Bolivar	Evansport	Leesburg	New Vienna
Bowerston	Farmersville	Letart Falls	New Washington
Bowling Green	Fayette	Lewisburg	Ney
Bremen	Felicity	Liberty	North Baltimore
Brewster	Flushing	Lodi	North Eaton
Brilliant	Forest	Logan	North Georgetown
Brookville	Fort Recovery	Loudonville	North Star
Brunswick	Freeport	Lowell	Norwalk
Bryan	Galion	Lower Salem	Oak Harbor
Burbank	Garrettsville	Lynchburg	Oak Hill
Byesville	Genoa	Malvern	
Cadiz	Georgetown	Manchester	
Caldwell	Gibsonburg	Marblehead	
Cambridge	Grafton	Maria Stein	
Carey	Grand Rapids	Marion	
Carrollton	Gratis	Martinsville	
Catawba	Green Camp	McArthur	
Celina	Greenfield	McComb	

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Oberlin	Spencerville
Ohio City	St. Henry
Ostrander	St. Marys
Oxford Paris	Strasburg
Payne	Sugarcreek
Peebles	Summerfield
Pemberville	Sylvania
Perrysville	The Plains
Phillipsburg	Tiltonsville
Piketon	Tipp City
Pioneer	Trotwood
Plain City	Troy-Tipp City
Pleasantville	Troy
Plymouth	Valley City
Polk	Van Buren
Pomeroy	Wadsworth
Port Clinton	Wakeman
Portland	Waldo
Portsmouth	Warsaw
Port William	Watertown
Prospect	Waverly
Put-In-Bay	Wayne-Bradner
Radnor	Wellington
Rathbone	Wellston
Rawson	West Alexandria
Red Haw	Westfield Center
Republic	West Milton
Resaca	Weston
Richmond	West Salem
Richwood	West Union
Russellville	West Unity
Sabina	Wharton
Sardinia	Wilkesville
Savannah	Willard
Scio	Williamsport
Scott	Willshire-Wren
Seaman	Wilmington
Seville	Wilmot
Shade	Winona
Sharon Center	Woodstock
Sinking Spring	Yorkshire
Smithfield	
Spencer	

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CHECK SHEET

All pages of this tariff are effective as of the date shown on the bottom of the page. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

Page	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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16	Original
17	Original
18	Original
19	Original
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22	Original
23	Original
24	Original
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---

CHECK SHEET-CONT'D

Page	Revision
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
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P.U.C.O. NO. 3

---

TABLE OF CONTENTS

TITLE SHEET .....	1
DESCRIPTION OF SERVICE AREA .....	2
CHECK SHEET .....	6
TABLE OF CONTENTS .....	9
EXPLANATION OF SYMBOLS .....	10
APPLICATION OF TARIFF .....	11
1. DEFINITIONS .....	12
2. REGULATIONS .....	14
2.1 Undertaking of the Company .....	14
2.1.1 Scope .....	14
2.1.2 Shortage of Equipment or Facilities .....	14
2.1.3 Terms and Conditions .....	14
2.1.4 Liability of the Company .....	17
2.1.5 Notification of Service-Affecting Activities .....	19
2.1.6 Provision of Equipment & Facilities .....	20
2.1.7 Non-routine Installation .....	21
2.1.8 Ownership of Facilities .....	21
2.1.9 Telecommunications Service Priority .....	21
2.2 Prohibited Uses .....	22
2.3 Obligations of the Customer .....	22
2.3.1 General .....	22
2.3.2 Claims .....	24
2.4 Customer Equipment and Channels .....	24
2.4.1 General .....	24
2.4.2 Station Equipment .....	24
2.5 Payment Arrangements .....	25
2.5.1 Payment for Service .....	25
2.5.2 Billing and Collection of Charges .....	25
2.5.3 Disputed Bills .....	26
2.5.4 Advance Payments .....	26
2.6 Universal Emergency Number Service 9-1-1 .....	27

---

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Issued under authority of the Public Utilities Commission of Ohio,  
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Route 3, Box 69 G  
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**Mountain Communications, LLC**  
P.U.C.O. NO. 3

---

TABLE OF CONTENTS (Cont'd)	PAGE NO.
3. SERVICE DESCRIPTIONS .....	28
3.1 Local Exchange Service .....	28
3.1.1 Local Calling Areas .....	28
3.1.2 General .....	28
3.1.3 Class of Service .....	28
3.1.4 Basic Service .....	29
3.1.5 Optional Calling Features .....	29
3.2 Local Exchange Service – Rates and Charges .....	29
3.3 Directory Assistance .....	31
3.4 Emergency Services .....	31
3.5 Local Exchange Classification - Rate Bands .....	33
3.5.1 List of Exchanges .....	33

---

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EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated June 4, 2008 in Case 08-0563-TP-ACE  
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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

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

C - To signify changed regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Mountain Communications, LLC to customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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1. Definitions

Basic Local Exchange Service - residential 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:

- (a) 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 128<sup>th</sup> general assembly.
- (b) Consists of all of the following services:
  - (i) Local dial tone service;
  - (ii) For residential end users, flat-rate telephone exchange service;
  - (iii) Touch tone dialing service;
  - (iv) Access to and usage of 9-1-1 services, where such services are available;
  - (v) Access to operator services and directory assistance;
  - (vi) 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;
  - (vii) Per call, caller identification blocking services;
  - (viii) Access to telecommunications relay service; and
  - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

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1. Definitions (contd.)

Company: Mountain Communications, LLC which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Service charges may also be pro-rated when service is either terminated or established mid-month.

Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Business Customers may be required to enter into written or verbal Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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---

2. Regulations (contd.)

2.1 Undertaking of the Company (contd.)

2.1.3.3 At the expiration of the initial term specified in each Business Customer Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written or oral notification. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Inclusion of early termination liability by the company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control and will make any billing adjustments in compliance with the Minimum Telephone Service Standards as codified chapter 4901;1-5 of the Ohio Administrative Code (OAC).

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from special construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC). Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff, and pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer.

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**Mountain Communications, LLC**  
P.U.C.O. NO. 3

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (contd.)

2.3.1 The Customer shall be responsible for: (contd.)

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

(h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

(a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company's underlying carrier(s).

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and 911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customers. All billing and collection procedures will comply pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

Max.  
\$25.00

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill by calling 1-866-776-2662 or by writing to Mountain Communications, LLC, Route 3, Box 69G, Bruceton Mills, WV 26525. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure at the following address:

In the event that the Company is unable to resolve a dispute properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio as follows:

PUCO:

You may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

Address;

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

OCC:

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or at [www.pickocc.org](http://www.pickocc.org).

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient notification to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific services or facility is furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

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2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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3. Service Descriptions

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where the Company's local exchange service are available is stated in this tariff. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.1.2 The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarters for a combined residence and business premises.

3.1.3.2 Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

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## 3. Service Descriptions (Cont'd)

## 3.1 Local Exchange Service (Cont'd)

3.1.4 Basic Service - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing  
One Directory Listing plus One Directory  
Presubscription (both IntraLATA and InterLATA)  
Calling number delivery blocking/per call  
Toll restriction  
900/976 Blocking, upon request

3.1.5 Optional Calling Features – are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

## 3.2 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

Rate bands are described on page 44.1.

## 3.2.1 Local Flat Rate Service

## A. Rate Band 1

	Business MRC <u>Maximum</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

## B. Rate Band 2

	Business MRC <u>Maximum</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

## C. Rate Band 3

	Business MRC <u>Maximum</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

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## 3. Service Descriptions (Cont'd)

## 3.2 Local Exchange Service Rates and Charges (Cont'd)

## 3.2.2 Basic Local Measured Rate Services

## A. Rate Band 1

	Business MRC <u>Maximum</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

## B. Rate Band 2

	Business MRC <u>Maximum</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

## C. Rate Band 3

	Business MRC <u>Maximum</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

## 3.2.3 Non-Recurring Charges

	Business NRC <u>Maximum</u>	Resi NRC <u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 <sup>st</sup> Line	\$100.00	\$100.00	1-Core
Service Change, 1 <sup>st</sup> Line	\$100.00	\$100.00	1-Core

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3. Service Descriptions (Cont'd)

3.3 Directory Assistance

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within or outside of its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

- 3.4 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

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3.5 Local Exchange Classification - Rate Bands

For the purpose of determining exchange service monthly rates, exchanges are classified by Rate Bands. The services offered in each exchange area, the local service area for each exchange and the particular Rate Bands applicable thereto are specified herein .

3.5.1 List of Exchanges and Rate Bands

Exchange	Rate Band
Bethany	2
Bethel	3
Cincinnati	
	Customers served out of all central offices within the exchange except Miami or Sayler Park 1
	Customers served out of Miami or Sayler Park central offices 2
Clermont	
	Customers served out of the Cherry Grove central office 1
	Customers served out of the Batavia, Hamlet or Tobosco central Offices 2
	Customers served out of the New Richmond Central office 3
Hamilton	
	Customers served out of the Crescentville or Fairfield central offices 1
	Customers served out of the Hamilton central office 2
Harrison	2
Little Miami	2
Newtonsville	3
Reily	3
Seven Mile	3
Shandon	3
Williamsburg	3

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PRICE LIST

1. Local Exchange Service – Monthly Rates and Charges

1.1 Flat Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>	
First Line	\$46.25	\$25.95	(D)

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>	
First Line	\$48.00	\$17.95	(D)

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>	
First Line	\$49.75	\$18.95	(D)

.2 Measured Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>	
First Line	\$30.25	\$8.80	(D)

B. Rate Band 2

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---

**Mountain Communications, LLC**  
P.U.C.O. NO. 3

---

Business	Residential <u>MRC</u>	<u>MRC</u>	
First Line	\$32.00	\$9.25	
C. Rate Band 3			(D)
	Business <u>MRC</u>	Residential <u>MRC</u>	
First Line	\$33.75	\$9.75	(D)

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**Mountain Communications, LLC**  
P.U.C.O. NO. 3

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PRICE LIST

2. Non-Recurring Charges

	Business <u>NRC</u>	Residence <u>NRC</u>
Exchange Access Line, per line	\$49.75	\$25.70
Service Change	\$12.25	\$12.25

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PRICE LIST

10 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

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