

3 Section G – Section R

**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION G
Original Sheet No. 1**

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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**PURSUANT TO 807 KAR 5011,
SECTION 9 (1)**

**BY: Stephen D. Bell
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PUBLIC TELEPHONE SERVICE (Cont'd)

The Company provides Access Line Service for the provision of Public Telephone Service to Payphone Services Providers ("PSPs") including the non-regulated operations of the Company.

G.1 General

1. Access Line Service for PSP Public Telephones is an exchange line provided at the request of a subscriber for telecommunications use by the general public.
2. Access Line Service is provided on a flat-rate basis.
3. Access Line Service is provided for use with PSP provided coin or non-coin operated Public Telephones.
4. Third number and collect calls to Access Line Service for PSP Public Telephones are not allowed.
5. PSP Public Telephones must be connected to the Company network in compliance with Part 68 of FCC Rules and Regulations.
6. Access Line Service is provided subject to the condition that all applicable regulations in this Tariff will be adhered to.
7. Access Line Service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff.
8. Access Line Service is not subject to concessions.
9. Access Line Service may not be suspended at a reduced rate.

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G.1 General (Cont'd)

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PUBLIC TELEPHONE SERVICE (Cont'd)

G.1 General (Cont'd)

22. PSP Public Telephones shall be mounted in accordance with federal height regulations for disabled persons.
23. PSPs that provide access to long-distance service shall offer access to all certified long-distance carriers through 1-700, 1-800, 1-950, or 101XXX dialing.
24. PSPs shall offer toll-free access to 800/888 numbers.
25. PSP Public Telephones shall not be connected behind a PBX.
26. The multi-line business subscriber line charge, found in the interstate access tariff, is applicable to all Public Telephone access lines.

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PUBLIC TELEPHONE SERVICE (Cont'd)

G.2 Service Options

At the request of the subscriber, certain options may be added to the access line for Public Telephone Service and will be billed at the approved tariff rate. All options must be compatible with the hardware and software in use by the existing Telephone Company switching equipment.

G.2.1 Coin Supervision Additive Service

The Company will provide Coin Supervision Additive Service to PSPs who order Access Line Service for the provision of Public Telephone Service and where the Public Telephone equipment connected to the Access Line Service requires central office coin supervision capability.

Coin Supervision Additive Service provides the capability of central office line equipment to pass signals and/or tones from the Access line Service to a trunk terminating at the PSPs operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the Public Telephone user. Coin Supervision Additive Service also permits a suitable equipped operator service provider to automatically ring back the originating access line upon completion of a call.

This option requires a special central office line card that differs from the standard access line card and will be provided where facilities exist.

G.2.2 Public Telephone Screening/Blocking

Screening/Blocking for Public Telephone access lines includes Company provided services necessary to coordinate with operator connections or block subscribers from making specific types of calls. This service includes software translations done at the Company's facilities and also includes coordination between the Company and connecting Company databases.

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**PSC KY TARIFF NO. 3
SECTION G**
2nd Revised Sheet No. 6
Replaces 1st Revised Sheet No. 6

PUBLIC TELEPHONE SERVICE (Cont'd)

G.3 Rates and Charges (a)(b)(c)

	<u>Monthly Rate</u>
1. Public Telephone Access Line, per Access Line	\$ 23.38
2. Coin Supervision Additive Service	\$ 0.50

(a) Service charges are applied on the same basis as apply for individual business line service.

(b) The subscriber is responsible for Directory Assistance service charges equivalent to those billed on business individual line service.

(c) (D)
(D)

† Rate to be effective as of the first bill cycle following effective date of rate revision.

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Nancy J. White, President / CEO



**NORTH CENTRAL TELEPHONE COOPERATIVE
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**PSC KY TARIFF NO. 3
SECTION H
Original Sheet No. 1**

SECTION H - FOREIGN EXCHANGE (FX) SERVICES

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FOREIGN EXCHANGE (FX) SERVICES (Cont'd)

H.1 Definition

Foreign exchange service is exchange service furnished to a customer from an exchange other than the one from which he would normally be served.

H.2 Regulations

1. Foreign exchange service is not in accord with the general plan of furnishing telephone service and such service is furnished only under special conditions where warranted by the circumstances involved and is subject to facility availability.
2. The service is furnished in connection with individual line main station or private branch exchange service only.
3. The service is furnished subject to the same conditions and restrictions regarding the use of the service by users other than the customer and customer-authorized representatives that apply in connection with other classes of service.
4. Requests for foreign exchange service must be placed with the company serving the exchange from which the customer would normally receive service.
5. Subscribers to Foreign Exchange Service must have service from the exchange from which they would be normally served.
6. Other services, equipment or facilities used in connection with Foreign Exchange Service, except as otherwise indicated in this Tariff, are furnished subject to the rates and regulations applying in the foreign exchange from which the subscriber is served.

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FOREIGN EXCHANGE (FX) SERVICES (Cont'd)

H.2 Regulations (Cont'd)

7. Miscellaneous service, equipment and facilities used in conjunction with foreign exchange service are furnished subject to the rates and regulations applying in the foreign exchange from which the customer is served. This includes, but is not limited to, service connection, move, and change charges.
8. Foreign exchange service requires a minimum usage of six months.
9. All foreign exchange services are provided using existing central office and distribution facilities. Connection to the foreign exchange will be on a central office to central office route; the Company will not provision foreign exchange services by the extension of distribution plant across exchange boundaries.
10. When the foreign exchange from which service is requested has more than one exchange and/or central office in its Local Calling Area, the Company shall determine from which of the exchanges and central offices service will be furnished. If an applicant wishes operation from a different central office and facilities are available in that office, foreign central office or foreign exchange mileage charges will apply for the channel required between the principal central office and the central office from which the applicant wishes to be served. When two or more companies are involved in furnishing the service, such determination may be made only with the consent of the company that operates the exchange from which the service will be furnished.

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FOREIGN EXCHANGE (FX) SERVICES (Cont'd)

H.2 Regulations (Cont'd)

11. In accordance with PSC Order dated 02/21/81, Administrative Case 218, the Company will no longer provide or permit Foreign Exchange Service by extension of local exchange facilities "cross-boundary." Customers who presently have Foreign Exchange service under these arrangements are "grandfathered" only at their existing premise. The Company will deny re-establishing this form of Foreign Exchange if the customer discontinues services, or relocated service to another premise. "Grandfathered" Foreign Exchange customers will be charged Foreign Exchange mileage from the customer's location to the point of connection with the serving company.
12. Installation charges for Foreign Exchange service are in addition to service charges in Section D.

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FOREIGN EXCHANGE (FX) SERVICES (Cont'd)

H.3 Rate Application

1. The rate for Foreign Exchange Service is the installation and monthly rate for Exchange Access (below) plus mileage and installation charges.
2. Interexchange Channel - Each exchange has a Rate Center. Charges are based on the airline distance between Rate Centers.
3. Interoffice Channel - When Foreign Exchange Service is provided to or from a Wire Center that is not the primary Wire Center, interoffice mileage charges apply. Charges are based on the airline distance between the primary Wire Center and the Wire Center of the serving central office.
4. The local service area of and long distance rates to and from main stations or PBX systems connected for Foreign Exchange Service are the same as regularly apply to stations located in the foreign exchange area.
5. Foreign Exchange Service may be furnished involving two areas of the Company or involving an area of the Company and an area of a connecting company when the connecting company is willing to concur in arrangements for furnishing such service as described in this Tariff. In those cases where a portion of the service is furnished by a connecting company the rates and regulations of the connecting company apply to the part of the exchange service it furnishes. If the connecting company furnishes a portion of the inter-exchange facilities one of the following will apply:

- i. If the connecting company concurs in the interexchange rates and regulations of this Company, the mileage measurement and mileage charges will be as specified in this section.
- ii. If the connecting company does not concur with this tariff, the connecting company will apply its tariff mileage charges to the point of connection with facilities of this Company. The portion of the facilities furnished by this Company will be at the rates and mileage measurements specified in this section of the same point of connection, the total charges being the sum of the charges of each company.

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SECTION H
Original Sheet No. 6**

FOREIGN EXCHANGE (FX) SERVICES (Cont'd)

H.4 Rates and Charges

H.4.1 Mileage Charges

When an applicant located in an area normally served by the Company requests local exchange service through an exchange served by another company, a charge will apply between the territory boundary of the two exchanges to this Company's central office. In addition, applicable local service rate at this Company's central office also apply.

All charges made by the other Company for the use of its line and facilities, plus \$1.00 per quarter mile measured by airline mile or a fraction thereof, will apply in addition to other charges described elsewhere in this tariff.

H.4.2 Channel Charges

Interexchange Channel including the channel terminals (served by the company), per channel.

	<u>Installation Charge</u>	<u>Monthly Charge</u>
- First mile	\$ 0.00	\$ 6.00
- Each additional mile or fraction thereof	\$ 0.00	\$ 4.00

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**PSC KY TARIFF NO. 3
SECTION K
Original Sheet No. 1**

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features

Calling Service Features are a family of incoming and outgoing management services offered in addition to basic telephone service that allow business and residential subscribers to access, screen, redirect or return selected calls.

K.1.1 Feature Description

1. Call Waiting - alerts the Customer to an incoming call while the line is in use. The service signals the Customer with two separate tones or tone patterns. The Customer is able to place the first party on hold while he/she takes the second call. The Customer can switch back and forth between the two parties by flashing the switch hook.
2. Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the Customer can notify the party at the "forward to number" that calls are going to be redirected to their number.
3. Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number when the customer's line is busy. The customer must designate the destination number at the time the order for service is placed. Changes to the destination require a service order.
4. Call Forwarding Don't Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (First Line) service when the Customer's line is not answered within a specified amount of time. The customer must designate the destination number and forwarding interval at the time the order for service is placed.

Requests for changes in the forwarding interval placed within thirty days of service installation will be completed at no charge.

5. Remote Activation of Call Forwarding - allows the Customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.1 Feature Description (Cont'd)

6. Call Forwarding Ring Control - allows the customer to alter the number of rings or cycle before a call is forwarded to the number specified to the customer when placing the service order.
7. Call Forward Deluxe - Combines the service capabilities of Call Forwarding - Variable, Call Forward - Don't Answer, Call Forward - Busy Line, and Remote Access to Call Forwarding.
8. Speed Calling 30 - provides for the calling of a 7 or 10 digit telephone number by the dialing of an abbreviated code. Up to 30 codes can be assigned.
9. Three Way Calling - allows a Customer to place an existing service while a second call is dialed and added to the connection creating a conference call with two other parties at different numbers. Toll points may be connected on these arrangements. Normal transmission performance cannot be assured on all calls.
PENDING SERVICE COMMISSION OF KENTUCKY EFFECTIVE SEP 01 1999
10. Re-Ring Busy - Allows callers encountering a busy signal to be notified upon request when the called station becomes idle through a special ringing. The call can then be placed to the called line automatically in a ring again mode.
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11. Cancel Call Waiting - allows the Customer to cancel the Call Waiting feature on an in-bound call on a per call basis. This can be done before the Customer places a call or during a conversation (if the Customer also subscribes to Three Way Calling).
12. Personal Ring - permits two telephone numbers to be assigned to a single party line. Notification of the number called is through a distinctive ring pattern.

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.1 Feature Description (Cont'd)

13. Call Redial – an outgoing call management feature that automatically redials the telephone number of the last outgoing call. The system will attempt to monitor the called line(s) for up to 30 minutes. When both stations are idle, the switch will notify the subscriber with a distinctive ringing tone. The feature activation can be cancelled by the customer when desired.
14. Caller I.D. - displays the number of the calling party on a special display telephone or display unit. Number delivery will occur between the first and second rings.

Use of this service requires a customer premise display unit or telephone.

15. Customer Originated Trace (COT) – permits the subscriber of the service to initiate an automatic trace of the last call received. This information is forwarded to a predetermined location and will not be shared with the subscriber. Disclosure of COT information will only be provided to the appropriate law enforcement agencies when duly authorized to receive such information.
16. Automatic Recall (AR) - allows Customer to receive notice of the number of the last incoming call and at the subscriber's option, automatically return that call (whether the call was answered or missed).

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.1 Feature Description (Cont'd)

17. Remote Call Forwarding - automatically redirects all incoming calls to a Customer's number to a pre-designated number.
18. Selective Distinctive Ringing / Call Waiting - provides a distinctive ring pattern and call waiting tone, if applicable, to the subscriber for up to thirty-two specific calling telephone numbers.
19. Selective Call Forwarding - allows the customer to transfer calls from up to thirty-two calling numbers to a specified forwarding number. Calls from lines not in the subscriber list (or of unknown origination) will not be forwarded.
20. Selective Call Acceptance - allows the customer to accept calls from a list of up to thirty-two calling numbers. Callers not on the list (or of unknown origination) will be routed to a recording that the caller is not accepting calls and the call will be rejected.
21. Selective Call Block - allows the customer to prevent incoming calls from up to thirty-two calling numbers. Callers will receive a recording indicating the line is blocked. Selective Call Block takes priority over Selective Call Forwarding.
22. Calling Name and Number Delivery - displays the name and number of the calling party on a special display telephone or display unit. In addition to the caller's telephone number, the first 15 digits of the calling subscriber's first name will also appear.

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.1 Feature Description (Cont'd)

23. Calling Name and Calling Number Delivery Blocking (CN/NB) - allows Customer to prevent his/her number from appearing on the called party's Caller ID telephone or display unit. Calls from users with CN/NB activated will appear as "private" in the calling party's display unit.

CN/NB is available on either a per call or per line basis.

Per call blocking of CN/NB is available to all Company subscribers without presubscription. Customers with CNDB/CNAB activated on a per line basis may deactivate that blocking should per call activation be attempted.

Per Line blocking of CN/NB is available only to those customers of non-published listing services and / or the following entities and their employees / volunteers for lines over which the official business of the entity is conducted: a) Non-profit, tax exempt private and public social welfare agencies, and b) federal, state, and local law enforcement agencies.

Use of CN/NB will not prevent disclosure of calling information to E911 services or the serving end office of the calling party. The called party may have the ability to activate ACR, call trace, and call screening capabilities.

24. Anonymous Call Rejection – Allows the subscriber to automatically reject calls from lines which have the calling number information blocked. Anonymous callers will receive a recorded announcement directing them to unblock the line to complete the call.
25. Enhanced Caller I.D. – Displays the number of the calling party on a special display telephone or display unit. Number delivery will occur between the first and second rings. This service requires Caller I.D. service and a customer premise display unit or telephone. This service works in conjunction with call waiting and alerts you to an incoming call while on a call.

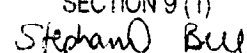
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**PSC KY TARIFF NO. 3
SECTION K
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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.1 Feature Description (Cont'd)

25. Long Distance Blocking Service (LDBS) – Allows customers the following toll blocking capabilities on the subscriber's line:

1+ Restriction – Prevents the completion of all toll calls, including 900 access calls, from the subscriber's line.

900 Restriction – Prevents the completion of 900 based calls.

Super Speed Calling – Prevents the completion of calls except those completed using “#” plus a four digit speed dial code.

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.2 Regulations

1. Distinctive Ring is available to individual line residential and business service and is not compatible with Basic Exchange Trunk services, lines with hunt group arrangements, and the closed end of foreign exchange services.
2. Distinctive Ring may not be compatible with all types of customer premise equipment.
3. Distinctive Ring subscribers will receive one additional listing for each assigned number pursuant to Section F of this Tariff.
4. Features are optional service offerings in addition to the regular exchange service subscribed to by the customer.
5. Features are available only where facilities exist.
6. Some features operate via the use of the Signaling System 7 (SS7) network. Those features may not perform as described based on the serving telephone company or equipment of the called / calling party.
7. Feature installations is subject to charges specified in Section D of this Tariff.
8. The Company will deliver all numbers/names, subject to technical limitations, including those on non-published or unlisted telephone numbers unless the caller subscribes to service of an activated Calling Number Delivery Blocking.

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.2 Regulations (Cont'd)

9. Subscribers to features requiring customer premise equipment to operate are responsible for the provision of that equipment. The Company assumes no liability for the operation of any customer provided equipment.
10. Operator assisted calls may override the operation of features.
11. The Company is not liable for the delivery or failure to deliver of any feature or name and telephone number.
12. All customers will be informed semi-annually of the availability of free per-call blocking.
13. Telephone numbers transmitted via Caller ID as described herein are intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff.
14. Service order charges apply as set forth in Section D for each service order to add toll restriction service.

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**PSC KY TARIFF NO. 3
SECTION K
Original Sheet No. 11**

MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.2 Regulations (Cont'd)

15. Subscribing to 900 restriction does not relieve customers of responsibility for calls charged to their numbers.
16. The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the Toll Denial or Restricted Codes Services including without limitations, the inability of station users to access the operations for any purpose, or any other restricted codes specified for the options.
17. Toll Blocking and Restricted Codes will be established and provided at no charge for customers receiving Lifeline Service pursuant to Section C of this Tariff.

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SECTION K**
First Revised Sheet No. 12
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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

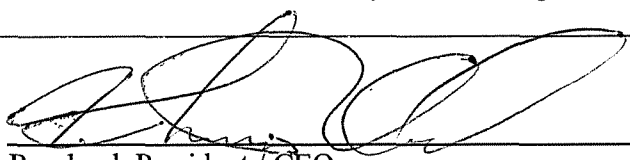
K.1.3 Rates

Charges are in addition to applicable charges for underlying Exchange Access Service(s) or Feature(s). Additional installation charges, pursuant to Section D of this Tariff also apply.

	<u>Installation Charge *</u>	<u>Monthly Rate</u>
(a) <u>Call Forwarding All Calls</u>		
Residential (per line)	\$5.00	\$1.50
Business (per line)	\$5.00	\$1.50
(b) <u>Call Forwarding Busy Line</u>		
Residential (per line)	\$5.00	\$1.50
Business (per line)	\$5.00	\$1.50
(c) <u>Call Forwarding Don't Answer</u>		
Company controlled		
Residential (per line)	\$5.00	\$1.50
Business (per line)	\$5.00	\$1.50
(d) <u>Call Waiting</u>		
Residential (per line)	\$5.00	\$2.50 (I) †
Business (per line)	\$5.00	\$2.50 (I) †
(e) <u>Three Way Calling</u>		
Residential (per line)	\$5.00	\$1.75
Business (per line)	\$5.00	\$1.75
Residential (per use)	\$0.00	N/A
Business (per use)	\$0.00	N/A

* Installation charge applied to first feature added per order, only. Feature installation charges waived for all subsequent features added in the same order. Additional non-recurring charges, pursuant to Section D may apply.

† Rate to be effective as of the first bill cycle following effective date of rate revision.

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**PSC KY TARIFF NO. 3
SECTION K
Original Sheet No. 13**

MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.3 Rates (Cont'd)

	<u>Installation Charge *</u>	<u>Monthly Rate</u>
(f) <u>Speed Calling 30</u>		
Residential (per line)	\$5.00	\$1.75
Business (per line)	\$5.00	\$1.75
(g) <u>Personal Ring</u>		
Residential (per line)	\$5.00	\$2.25
Business (per line)	\$5.00	\$2.25
(h) <u>Automatic Recall</u>		
Residential (per line)	\$5.00	\$2.50
Business (per line)	\$5.00	\$2.50
Residential (per use)	\$0.00	N/A
Business (per use)	\$0.00	N/A
(i) <u>Remote Access to Call Forwarding</u>		
Residential (per line)	\$5.00	\$2.50
Business (per line)	\$5.00	\$2.50
(j) <u>Cancel Call Waiting</u>		
Residential (per line)	\$5.00	\$1.00
Business (per line)	\$5.00	\$1.00

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SECTION K**
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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.3 Rates (Cont'd)

		<u>Installation Charge *</u>	<u>Monthly Rate</u>
(k)	<u>Re-Ring Busy</u>		
	Residential (per line)	\$5.00	\$1.00
	Business (per line)	\$5.00	\$1.00
(l)	<u>Selective Distinctive Ringing Call Waiting</u>		
	Residential (per line)	N/A	N/A
	Business (per line)	N/A	N/A
(m)	<u>Selective Call Forwarding</u>		
	Residential (per line)	N/A	N/A
	Business (per line)	N/A	N/A
(n)	<u>Distinctive Caller Alert</u>		
	Residential (per line)	N/A	N/A
	Business (per line)	N/A	N/A
(o)	<u>Selective Call Acceptance</u>		
	Residential (per line)	N/A	N/A
	Business (per line)	N/A	N/A
(p)	<u>Selective Call Block</u>		
	Residential (per line)	\$5.00	\$3.00 (N) †
	Business (per line)	\$5.00	\$3.00 (N) †
(q)	<u>Calling Name and Number Delivery</u>		
	Residential (per line)	\$5.00	\$6.50 (I) †
	Business (per line)	\$5.00	\$6.50 (I) †

* Installation charge applied to first feature added per order, only. Feature installation charges waived for all subsequent features added in the same order. Additional non-recurring charges, pursuant to Section D may apply.

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Second Revised Sheet No. 15
Replaces First Revised Sheet No. 15

MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.3 Rates (Cont'd)

	<u>Installation Charge *</u>	<u>Monthly Rate</u>
(r) <u>Customer Originated Trace</u>		
Residential (per line)	\$5.00	\$3.50
Business (per line)	\$5.00	\$3.50
Residential (per use)	\$0.00	N/A
Business (per use)	\$0.00	N/A
(s) <u>Calling Number Delivery</u>		
Residential (per line)	\$5.00	\$6.50 (I) †
Business (per line)	\$5.00	\$6.50 (I) †
(t) <u>Directory Number and Name Delivering Blocking</u>		
Residential (per line)	\$5.00	\$0.00
Business (per line)	\$5.00	\$0.00
Residential (per use)	\$0.00	\$0.00
Business (per use)	\$0.00	\$0.00
(u) <u>Anonymous Call Rejection</u>		
Residential (per line)	\$5.00	\$3.00
Business (per line)	\$5.00	\$3.00
(v) <u>Call Forward Deluxe</u>		
Residential (per line)	\$5.00	\$4.00
Business (per line)	\$5.00	\$4.00

* Installation charge applied to first feature added per order, only. Feature installation charges waived for all subsequent features added in the same order. Additional non-recurring charges, pursuant to Section D may apply.

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MISCELLANEOUS SERVICES (Cont'd)

K.1 Calling Service Features (Cont'd)

K.1.3 Rates (Cont'd)

		<u>Installation Charge *</u>	<u>Monthly Rate</u>	
(w)	<u>LDBS – per capability</u>			
	Residential (per line)	\$5.00	\$2.00	
	Business (per line)	\$5.00	\$2.00	
(x)	<u>Remote Call Forwarding</u>			
	Residential (per line)	\$5.00	\$2.50	
	Business (per line)	\$5.00	\$2.50	
(y)	<u>Reserved</u>			(D) (D)
(z)	<u>Enhanced Caller ID</u>			
	Residential (per line)	\$5.00	\$0.50	(R) †
	Business (per line)	\$5.00	\$0.50	(R) †
(aa)	<u>Call Redial</u>			(N) †
	Residential (per line)	\$5.00	\$2.50	(N) †
	Business (per line)	\$5.00	\$2.50	(N) †

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**PSC KY TARIFF NO. 3
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MISCELLANEOUS SERVICES (Cont'd)

K.2 Warm Line Service

K.2.1 General

Warm Line Service provides a customer who has basic exchange line service with a time-delayed automatic dialing capability. If the customer with this service goes off-hook and initiates dialing within the time delay period, their call will proceed normally as dialed. If dialing does not commence within the time delay period (0-30 seconds), a preprogrammed telephone number is automatically dialed. The preprogrammed telephone number and time-delay period are selected by the customer at the time service is established and can be changed only via service order.

K.2.2 Rates and Charges

The rates and charges for this service are in addition to normal service and monthly charges for individual line service found elsewhere in this Tariff.

	<u>Installation</u>	<u>Monthly</u>
Per Line Equipped	\$5.00	\$1.50

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MISCELLANEOUS SERVICES (Cont'd)

K.3 Off Premise Line

K.3.1 Definitions

1. Any telephone located more than 250 feet from the premise where the (T) initial telephone is located, and the Company is requested to provide a line, the telephone shall be considered off premise subject to charges in addition to a regular leased telephone.
2. For the purposes of definition, off-premise line is any line extended off-premise by use of service wire or cable pair, but does not interconnect or "bridge" with other cable pairs in the central office.

K.3.2 Regulations

1. May be located on the premise of another customer and restricted to answering incoming calls only provided the other has his own separate service at the same location.
2. Business off-premise line may be provided at residence location of the same customer where residence main stations service is also provided.
3. Residence off-premise lines may be provided at a business location of the same customer where business main station service is also provided.
4. Mileage charge will be based upon the route measurement mileage between locations of the telephones.


K.3.3 Rates

	Installation Charge	Monthly Charge
- First mile	\$ 0.00	\$ 6.00
- Each additional mile or fraction thereof	\$ 0.00	\$ 4.00

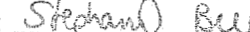
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MISCELLANEOUS SERVICES (Cont'd)

K.4 Rotary Line Service (Grouping)

K.4.1 General

1. Rotary Line Service provides for the arrangement of individual lines for rotary, level hunting, or similar service to permit an incoming call to a line in the group or sequence to be completed to another line in the group or sequence by means of central office equipment.
2. Service is restricted to lines terminated to a single premises.

K.4.2 Rates

	<u>Installation</u>	<u>Monthly Charge</u>
Per rotary group	\$5.00	\$9.94 (I)

† Rate to be effective as of the first bill cycle following effective date of rate revision.

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MISCELLANEOUS SERVICES (Cont'd)

K.5 Seasonal and Vacation Service

K.5.1 General

Seasonal and Vacation Service is basic local exchange service temporarily suspended at the request of the subscriber. This service is provided to customers in all the Company's exchanges, except key system, PBX and PABX customers.

K.5.2 Conditions

Seasonal and vacation service will be furnished at the Company's discretion under the following conditions:

1. Service is available to all classes and grades of exchange service where the usage is of a seasonal nature.
2. During the period when the customer is billed at the reduced rate, no installation, moves, changes or maintenance will be provided by the Company.

K.5.3 Rates

1. The monthly rate will be based upon 50% of the customer's total Local Exchange Service, including, but not limited to extensions, and directory listing. Service may be suspended for a minimum of 30 days and a maximum of 90 days.
2. Regular service charges will apply for the suspension and subsequent reconnection of service.

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**PSC KY TARIFF NO. 3
SECTION L
Original Sheet No. 1**

**SECTION L - CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT
OF OTHERS**

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**PSC KY TARIFF NO. 3
SECTION L
Original Sheet No. 2**

**CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)**

L.1 Regulations

1. Customer-provided terminal equipment or wiring may be used with the facilities furnished by the Company for telecommunications services as provided in this tariff. In all such cases the customer-provided equipment or wiring will be constructed, maintained and operated to work satisfactorily with the facilities of the Company, and to meet all published standards of the Federal Communications Commission (FCC).
2. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the consent of the Company, with the exception of inside wiring.
3. Where telecommunications service is available under this Tariff for use in connection with customer-provided equipment and wiring, the operating characteristics of such equipment or wiring shall not interfere with any of the service offered by the Company. Such use is subject to the further provision that the customer-provided equipment or wiring does not endanger the safety of the Company's employees or the public; damage, require change in or alteration of, the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's service. Upon notice from the Company that the customer-provided equipment or wiring is causing or is likely to cause such hazard to interference, the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of Company charge in Section D, "Maintenance of Service Charge," for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or wiring.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)

L.1 Regulations (Cont'd)

4. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems. Telecommunications service is not represented as adapted to the use of customer-provided equipment or systems. When such equipment or facilities are connected to the Company facilities, the Customer is responsible for telecommunications service and the maintenance and operation of customer provided facilities in a manner proper for telecommunications service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the customer-provided equipment or systems or for the quality or defects in, such transmission, or (2) the reception of signals by customer-provided equipment or system.
5. The Company shall not be responsible to the customer if changes in the criteria outlined herein or in any of the facilities or procedures of the Company affect its use or performance.
6. The Company will not be responsible for any loss or damage, nor for any impairment or failure of the service, arising from or connection with the use of facilities of customers and not caused solely by the negligence of the Company.
7. Where any customer-provided equipment or system is used with telecommunications service in violation of any of the provisions in this tariff, the Company will take immediate action as necessary for the protection of its services, and will promptly notify the customer of the violation. Following the receipt of written notice from the Company, the customer shall either discontinue use of the equipment or system or correct the violation. The Customer must provide written confirmation of corrective action to the Company within 10 days of receipt of written notice from the Company. Failure of the customer to take corrective action and provide written confirmation to the Company within the time stated above may result in termination of the customer's service.

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SECTION L
Original Sheet No. 4**

**CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)**

L.1 Regulations (Cont'd)

8. Customer-provided systems that provide service to a location deemed by the Company to be impracticable to serve because of hazard(s) or inaccessibility may be connected with the telecommunications service by means of connecting equipment furnished by the Company.
9. The customer indemnifies and saves the Company harmless against claims for infringements of patents rising from combining such equipment or system with, or using it in connection with, facilities of the Company; and against all other claims arising out of any act or omissions of the customer in connection with facilities provided by the Company.
10. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, except as provided in this Tariff. In case unauthorized attachments or connections are made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachments or connection; or to terminate service.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)

L.2 Network Protection Criteria

To protect the telecommunications network and the services furnished to the general public by the Company from harmful effects, the signal from the customer-provided communications system to the long distance message telecommunications network must comply with the following minimum network protection criteria:

L.2.1 Customer Premises Requirements

Where the customer-provided communications system is connected, the customer-provided communications systems must comply with the following criteria:

1. To prevent excessive noise and crosstalk in the power of the signal at the central office must not exceed 12 db below one milliwatt when averaged over any three-second interval. To permit each customer, independent of distance from the central office, to supply signal power that approximates the 12 db below one milliwatt limit at the central office, the power of the signal which may be applied by the customer-provided equipment located on the customer's location, but in no case shall it exceed one milliwatt.
2. To protect other services the signal that is applied by the customer-provided equipment located on the customer's premises must meet the following limits:
 - a. The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in L.2.1.1.
 - b. The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.
 - c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
 - d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 24 db below one milliwatt.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)

L.2 Network Protection Criteria (Cont'd)

L.2.1 Customer Premises Requirements (Cont'd)

2. (Cont'd)

e. The power in the band above 40,000 Hertz shall not exceed 50 db below one milliwatt.

3. To prevent the interruption or disconnection of a call, or interference with network control signaling, the signal applied by the customer-provided equipment located on the customer's premises at no time may have energy solely in the 2450 to 2750 Hertz band. If there is signal power in the 2450 to 2750 band, it must not exceed that power present at the same time in the 800 to 2450 Hertz band.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)

L.2 Network Protection Criteria (Cont'd)

L.2.2 Network Control Signaling Output

Where the customer-provided communications system is connected, the customer-provided communications systems must comply with the following criteria:

1. To prevent excessive noise and cross-talk in the network the power of the signal that is applied by the customer-provided equipment located on the customer premises be limited so that the signal power at the output of the network control signaling unit (i.e., at the input of the Company line) does not exceed 9 db below one milliwatt when averaged over any three-second interval.
2. To protect other services the signal that is applied by the customer-provided equipment located on the customer's premises must meet the following limits at the output of the network control signaling unit (i.e., at the input to the Company line):
 - a. The power in the band from 3,995 Hertz to 4,000 Hertz shall be at least 18 db below the power of the signal as specified above in L.2.2 (1).
 - b. The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.
 - c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
 - d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.
 - e. The power in the band above 40,000 Hertz shall not exceed 50 db below one milliwatt.

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SECTION L
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**CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)**

L.2 Network Protection Criteria (Cont'd)

L.2.2 Network Control Signaling Output (Cont'd)

3. To prevent the interruption or disconnection of a call, the signal applied by the customer-provided equipment located on the customer's premises must be limited so that the signal at the input to the Company line shall at not time have energy solely in the 2450 to 2750 Hertz band. If there is signal power in the 2450 to 2750 band, it must not exceed that power present at the same time in the 800 to 2450 Hertz band.

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**CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)**

L.3 Customer-Provided Communications Systems

Customer-provided systems may be connected, at a service point of the customer, on a voice grade basis with telecommunications service furnished by the Company, through customer-provided equipment which affects such connections externally to the Company by means of physical connection for transmitting and/or receiving. The customer-provided system shall comply with the minimum network protection criteria contained in Section L.2

L.4 Entrance Facilities

All connections of entrance facilities to customer-provided communications systems shall be made through connecting arrangements approved by the Company. Customer, by use of its own equipment, but only within the normal transmission characteristics of the grade of channel ordered, may not create additional channels from the channels provided for entrance facilities. The charges for entrance facilities and the connecting arrangements will be based on cost as specified in the Tariffs of the Company.

L.5 Connection of Customer-Provided Communications Systems with Instruments Furnished by the Company

The Company does not provide instruments solely for use on customer-provided communications systems.

L.6 Maintenance Service Charge

The customer shall be responsible for the payment of the charges indicated in Section D "Maintenance of Service Charge," for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or facilities.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Stephan D. Bell*

SECRETARY OF THE COMMISSION

Issue Date: August 1, 1999

Effective Date: September 1, 1999

Issued By: *F. Thomas Rowland*
F. Thomas Rowland, Executive Vice President / General Manager

**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION M**
First Revised Sheet No. 1
Replaces Original Sheet No. 1

(D)

(D)

Issue Date: June 9, 2016
Effective Date: July 1, 2016

Issued By: /s/ Nancy J. White
Nancy J. White, President / CEO



**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION N**
First Revised Sheet No. 1
Replaces Original Sheet No. 1

(D)

(D)

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Nancy J. White, President / CEO



**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION O**
1st Revised Sheet No.1
Replaces Original Sheet No. 1

SECTION O – PRIVATE LINE SERVICES

O.1 Concurrency

Sheet No.

2

(D)

(D)

Issue Date: June 9, 2016

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Issued By: /s/ Nancy J. White

Nancy J. White, President / CEO



PRIVATE LINE SERVICES (Cont'd)

O.1 Concurrence

The Company, except as specifically stated herein assents to, adopts, and concurs in the rates, rules, and regulations governing Private Line Service as filed by Duo County Telephone in its PSC KY Tariff No. 2A. The Company concurs in this tariff as it now exists, or as may be revised, added to, or supplemented by superceding sheets or issues, for Private Line Service furnished by the issuing utility and concurring utility (including such service as is also participated in by one or more utilities) and hereby makes itself a party thereof.

The Company will bill and provision its portion of inter-company circuits on a meetpoint basis.

The Company reserves the right to cancel and make void this statement of concurrence at any such time as it appears that such cancellation is in the Company's best interest.

(C)

(C)

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Nancy J. White, President / CEO



**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION P**
1st Revised Sheet No. 1
Replaces Original Sheet No. 1

SECTION P – OPTIONAL CALLING PLANS

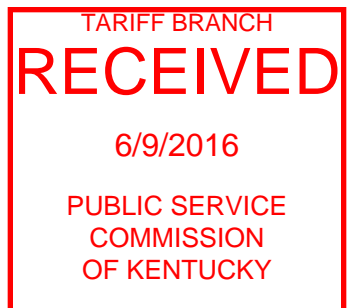
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P.2 Description of Service	2
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Issue Date: June 9, 2016

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Issued By: /s/ Nancy J. White

Nancy J. White, President / CEO



OPTIONAL CALLING PLANS (Cont'd)

P.1 Application of Tariff

This tariff applies to optional calling plans presently available to members of the North Central Telephone Cooperative, Inc. or as may be modified or added to at a future date.

P.2 Description of Service

Optional Calling Plans are specifically designed toll plans applicable to intrastate subscriber dialed station-to-station sent paid toll messages placed from the Optional Calling Plan Telephone during the service period to stations in the prescribed terminating exchange, exchanges or area. All other Toll messages will be billed as regular toll messages.

P.3

(D)

(D)

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**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION P
Original Sheet No. 3**

OPTIONAL CALLING PLANS (Cont'd)

P.4 Scottsville/South Central Rural Calling Plan

The Scottsville/South Central Rural Calling Plan is an optional calling service available to subscribers in the Company's Scottsville exchange (270-618 and 270-622) that enables customers of the plan to receive toll-free calling to the Fountain Run (270-434), Gamaliel (270-457) and Lucas (270-646) exchanges in exchange for a flat monthly charge.

P.4.1. Regulations and Limitations of Service

1. The regulations set forth herein apply to service and facilities furnished within the State of Kentucky by North Central Telephone Cooperative.
2. The services are provided subject to the availability of trunking facilities and technical limitations and limited to the company's central offices specifically equipped to provide such service and the ongoing availability of settlement procedures between companies serving the affected exchanges.

P.4.2 Rates and Charges

	<u>Installation Charge</u>	<u>Monthly Recurring Charge</u>
Scottsville/South Central Rural Calling Plan	\$10.00	\$5.00

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SEP 01 1999

**PURSUANT TO 807 KAR 50.11,
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**BY: Stephen D. Bess
SECRETARY OF THE COMMISSION**

Issue Date: August 1, 1999

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**Issued By: F. Thomas Rowland
F. Thomas Rowland, Executive Vice President / General Manager**

**NORTH CENTRAL TELEPHONE COOPERATIVE
INCORPORATED
LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION Q**
1st Revised Sheet No. 1
Replaces Original Sheet No. 1

(C)

Section Q – POLE ATTACHMENTS

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Linda C. Bridwell
Executive Director



12/28/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.1. General

1. This section contains regulations and charges applicable to the provision of attachment space for Attachers on poles of the Company.
2. The terms and conditions contained herein apply where the Attacher, as a customer of the Company, desires Pole Attachments on the Poles of the Company.
3. Communications Between Company and Attachers. Information regarding Company contacts for attachment requests, technical assistance, payment of invoices, pole attachment standards and certificate of compliance may be found on the Company's website at:

<https://www.nctc.com/pole-tariff-contact/>

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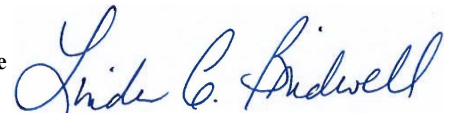
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Executive Director



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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.2. Definitions

1. Attacher – a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit requesting to attach new or upgraded facilities or who is legally attached to a pole owned or controlled by the Company. Attacher does not include a utility with an applicable joint use agreement with the utility that owns or controls the pole to which it is seeking to attach or a person seeking to attach macro cell facilities.
2. Attachment – any attachment by a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit to a pole owned or controlled by the Company.
3. Make-ready – the modification or replacement of the Company pole, or of the lines or equipment on the Company pole, to accommodate additional facilities on the Company pole.
 - (a) Complex Make-ready – any Make-ready that is not Simple Make-ready, such as the replacement of the Company pole; splicing of any communication attachment or relocation of existing wireless attachments, even within the communications space; and any transfers or work relating to the attachment of wireless facilities.
 - (b) Simple Make-ready – Make-ready in which existing attachments in the communications space of a pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing communication attachment or relocation of an existing wireless attachment.
4. Poles – All references to “poles” of the Company shall mean poles which are either solely owned by the Company, are jointly owned by the Company and another, or are owned by another who has granted the Company exclusive use and control of space upon its poles.
5. Pole Attachment – This term means any attachment by an Attacher firm to a pole owned or controlled by the Company.


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Executive Director



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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.2. Definitions (cont'd)

6. Joint User – All references herein to “joint user” shall mean a utility company or municipality which, together with the Company, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Company, owns a percentage of a pole, or which owns a pole upon which the Company has obtained exclusive use and control of specified space.
7. Red Tagged Pole – a pole that the Company owns or controls the pole that:
 - i) Is designated for replacement based on the pole’s non-compliance with an applicable safety standard;
 - ii) Is designated for replacement within two (2) years of the date of its actual replacement for any reason unrelated to a new Attacher’s request for attachment; or
 - iii) Would have needed to be replaced at the time of replacement even if the new attachment were not made.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.3. Scope

1. Subject to the terms and conditions contained in this tariff, the Company will provide Attacher pole attachments and permit an Attacher, for the purpose of furnishing Attacher service, to install its equipment upon the Company's poles.
2. The Attacher shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. The Attacher shall additionally provide to the Company a map depicting the franchised area in which pole attachments may be applied for by the Attacher.
3. The Attacher shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Company because of Attacher pole attachments.
4. The franchises, consents, permits, licenses, easements and rights-of-way of the Company are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon any Attacher hereunder.

Q.4. Attachment Specifications

The Attacher, at its own cost and expense, shall construct, maintain and replace its attachments on the Company's poles in accordance with (1) such requirements and specifications as the Company shall prescribe and have on file with the Commission, (2) reserved for future use, (3) the requirements and specifications of the National Electrical Safety Code, as currently accepted by the KY Public Service Commission, (4) and Rural Utility Service Specifications and Standards, and (5) in compliance with any rules or orders now in effect or that hereafter may be issued by the Public Service Commission of Kentucky or other authority having jurisdiction. The Attacher shall comply, at its sole risk and expense, with changes and revisions in the above specifications and requirements.

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(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.5. Rights of Way and Legal Authority

1. Upon application for attachment, the Attacher shall submit evidence satisfactory to the Company of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State or Municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, license, permit, consent, easement or right-of-way is revoked or is thereafter denied to the Attacher for any reason, permission to attach to Company poles so affected shall immediately terminate, the Attacher shall forthwith remove its equipment from Company facilities.
2. Upon notice from the telephone company to the Attacher that the removal or cessation of the use of any pole has been requested or directed by Federal, State, or Municipal authorities, or property owners, permission to attach to such pole shall immediately terminate and the Attacher shall forthwith remove its equipment there from.

Q.6. Protection against Claims from Libel and Slander, Copyright and Patent Infringement

The Attacher shall indemnify, protect, and hold harmless the Company from and against any and all claims for libel and slander, copyright, and/or patent infringement arising by reason of attachment of Attacher equipment to Company poles pursuant to this tariff.

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Executive Director



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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.7. Limitations

1. No use, however extended, of the Company's poles under this tariff shall create or vest in the Attacher any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements.
2. The Company reserves to itself, its successors and assigns the right to maintain its poles and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. The Company shall not be liable to the Attacher for any interruption to the service of the Attacher or for any interference with the operation of the equipment of the Attacher, if such interruptions are beyond the control of the Company.
3. The Company reserves the right to provide pole attachment to more than one Attacher and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.
4. Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect.
5. In order to assure confident coverage of the indemnity and insurance requirements, the Attacher shall not assign, transfer or sublet any rights to make pole attachments hereunder without notification to the Company.
6. The Company may deny access to any pole, duct, conduit, or right-of-way on a nondiscriminatory basis if there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
7. The Company shall not be required to provide access to any pole that is used primarily to support outdoor lighting.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.7 Limitations (cont'd)

8. The Company shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of a person or entity requesting access pursuant to this administrative regulation to any pole, duct, conduit, or right-of-way owned or controlled by the Company.
9. A request for access to the Company's poles, ducts, conduits or rights-of-way shall be submitted to the Company in writing, either on paper or electronically, as established by this tariff or a special contract between the Company and person requesting access.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.8. Indemnities and Insurance

1. The Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents and employees of the Attacher, the Company and any joint-user, including payment made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits which may arise out of or be caused by the installation, maintenance, presence, use or removal of said equipment or by the proximity of Attacher equipment to the cables, wires, apparatus and appliances of the Company or any joint user, or arising out of any act, omission or negligence or alleged act, omission or negligence of the Attacher or the joint negligence of the Attacher and the Company and /or any joint users. The Company shall not be held harmless merely because of Attacher attachments to its poles.
2. The Attacher shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering the Attacher's full liability under the Worker's Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$500,000. (2) Comprehensive General Liability insurance, in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising there from together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.8 Indemnities and Insurance (Cont'd)

3. All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the Attacher firm is permitted to perform any work authorized pursuant to this tariff. Failure of the Attacher to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate the Attacher's right to continue its pole attachments. If renewal premiums are not paid by the Attacher prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by the Attacher upon demand.
4. The Attacher shall promptly notify the Company of all claims and potential claims relating to damage to property or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the Attacher's equipment upon any facility of the Company.
5. The Attacher shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. The Attacher shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby.

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Executive Director



EFFECTIVE

12/28/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.9. Surety

The Attacher shall furnish a bond for each individual Attacher system utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Company for rental and penalty charges pursuant to this tariff, for the benefit of the Attacher or as a result of default or forfeiture by the Attacher. The amount of such bond shall be based upon the following:

- (1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (3) below.
- (2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (3) below.
- (3) After one year following the completion of construction of an individual Attacher system and its placement into operation, the Attacher may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen, and material men who furnished services, labor or materials in the construction of such Attacher system, and all taxing authorities, have been paid all amount due them, the Company will reduce the amount of bond required to the following:
 - (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
 - (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.

(C)


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Linda C. Bridwell
Executive Director



EFFECTIVE

12/28/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.10. Payment of Bills

All amounts payable by the Attacher to the Company under the provision of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non-payment of any such amount when due shall constitute grounds for termination of the pole attachment usage rights under this tariff.

Q.11. Termination of Attachments

1. Unless otherwise permitted pursuant 807 KAR 5:015, Section 6(1)(b), if the Attacher shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for sixty (60) days after written notice from the Company to correct such non-compliance, the Company, at its option, may terminate the Attacher's right to continue any or all use of poles provided under this tariff and may act to remove the Attacher equipment at the Attacher's sole risk and expense. The Company shall be responsible for its own negligence in the event such action becomes necessary.
2. Upon valid objection being made by or on behalf of any governmental authority properly asserting jurisdiction, the Company may without notice, or, where circumstances permit, upon five (5) days written notice to the Attacher, terminate the provision of pole attachment space as provided in this tariff.
3. The Attacher may at any time remove its equipment attached to any pole or poles of the Company and shall immediately give the Company written notice of such removal.

(C)


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Linda C. Bridwell
Executive Director



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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.12. Notices

Any notice required or authorized by this tariff to be given by the Company or the Attacher to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed to such other party's principal business address last furnished by such party.

Q.13. Rental Charges

1. The Attacher shall pay to the Company, annually in advance, the rental charges specified below.
2. From the effective date of the permit for previously unbilled attachments which shall be the date when the Company's facilities are made available for use by the Attacher, to the date of the next annual billing, the annual rental rate shall be payable on a prorated basis with such fractional amount submitted with the application for attachment.

Q.14. Penalty Charges

Where pole attachments have been made without receipt of authorization from the Company, a penalty charge of twice the amount of the annual rate, from the date of the last previous physical inventory of pole attachments or inspection required pursuant to the rules of the Kentucky Public Service Commission, whichever is most recent. Additionally, a special "make-ready" charge, equal to twice the amounts that would have been due and applicable if the attachment or usage had been properly authorized, shall apply.

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Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.15. Overlashing

1. No less than thirty (30) days prior to a planned overlash, the existing Attacher shall provide advance notice to the Company of its intent to allow overlashing of its Attachments. The Notice shall include at a minimum, the name and address of the proposed overlasher, the specific routes / poles being sought for overlashing, and the equipment / cable that shall be overlashed onto the existing Attacher. The advance notice must also include confirmation that the overlasher has met its insurance requirements under this tariff.
2. Subject to paragraphs 3 and 4 below, the Company shall not require prior approval for an existing Attacher that overlashes its existing wires on a pole; or a third party overlashing of an existing Attachment that is conducted with the permission of an existing Attacher.
3. The Company shall not prevent an attacher from overlashing because another existing Attacher has not fixed a preexisting violation unless failing to fix the preexisting violation would create a capacity, safety, reliability, or engineering issue.
4. If, after receiving advance notice, the Company determines that an overlash would create a capacity, safety, reliability, or engineering issue, it shall provide specific documentation of the issue to the party seeking to overlash within the thirty (30) day advance notice period and the party seeking to overlash shall address any identified issues before continuing with the overlash either by modifying its proposal or by explaining why, in the party's view, a modification is unnecessary.
5. A party that engages in overlashing shall be responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices.
6. If damage to a pole or other existing attachment results from overlashing or overlashing work causes safety or engineering standard violations, then the overlashing party shall be responsible at its expense for any necessary repairs.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.15 Overlashing (cont'd)

7. Notices and Inspections / Correction of Completed Overlashes. An overlashing party shall notify the Company within fifteen (15) days of completion of the overlash on a particular pole.
- (a) The notice shall provide the Company at least ninety (90) days from receipt in which to inspect the overlash.
 - (b) The Company shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations to its equipment caused by the overlash.
 - (c) If the Company discovers damage or code violations caused by the overlash on equipment belonging to the Company, then the Company shall inform the overlashing party and provide adequate documentation of the damage or code violations.
 - (d) At its sole discretion the Company shall either (i) Complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations; or (ii) require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from the Company.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.16. Procedure for New Attachers to Request Pole Attachments.

Timelines provided herein are subject to change should conditions outlined in Section Q.20 exist.

1. Application Review

- a) All requests for Pole Attachments must be made in writing by the new Attacher and include payment of the per pole Survey Charge provided if applicable. The Company shall review a new Attacher's pole attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attacher's pole attachment application if the application is incomplete.
- b) The Company shall not require a new attacher to submit a survey or pole loading analysis as a filing requirement for an application.
- c) The Company shall complete a review of an application of 500 poles or less within ten (10) business days after receipt of the application. The Company shall have an additional one (1) business day to complete its review for each additional 500-pole increment in an application.
- d) If the Company notifies a new Attacher that its attachment application is not complete, then it shall state all reasons for finding it incomplete, including lack of applicable fees.
- e) If the Company rejects an application the rejection shall state the reason for the denial and shall include specific citations to this regulation and the utility's tariff that form the basis of the rejection.
- f) If the Company does not respond within the time prescribed in subparagraph c. of this paragraph after receipt of the application, or if the Company rejects the application as incomplete but fails to state any reasons in the Company's response, then the application shall be deemed complete and the time for the Company's next procedural step begins to run.
- g) A new Attacher, if it submits an application while a previous application is still under review, may prioritize the order in which the Company shall review the applications. Prioritizing a new application resets the respective review time period of the new attacher's deprioritized applications currently under review over which the new application is being prioritized.

Material previously appearing on this page now appears on Original Sheet 16

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.16 Procedure for New Attachers to Request Pole Attachments (continued)

2. Survey and Application Review on the Merits

- a) A new attacher may submit a survey with an application of 500 poles or less, which the Company shall accept if the new attacher used an approved contractor listed on the Company's website and the survey was conducted no longer than thirty (30) days prior to submission. The Company shall conduct the survey for applications exceeding 500 poles. (C)
- b) The Company shall complete a survey of poles for which access has been requested within forty-five (45) days of receipt of a complete application to attach facilities to its poles for the purpose of determining if the attachments may be made and identifying any Make-ready to be completed to allow for the Attachment. (C)
- c) The Company shall use commercially reasonable efforts to provide the new and existing Attachers with advance notice of not less than five (5) business days of any field inspection as part of the survey and shall provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. The Company shall allow the new Attacher and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the Company's survey.

Material appearing on this page previously appeared on 1st Revised Sheet No. 16.

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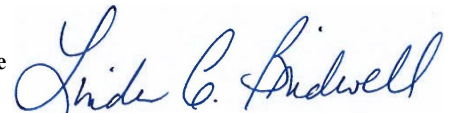
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(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

2. Survey and Application Review on the Merits (cont'd)

- c) If a new Attacher has conducted a survey pursuant to Section Q.21, or a new Attacher has otherwise conducted and provided a Survey, after giving existing Attachers notice and an opportunity to participate in a manner consistent with notices contained in Section Q.22, the Company may elect to satisfy survey obligations established in this paragraph by notifying affected attachers of the intent to use the survey conducted by the new Attacher and by providing a copy of the survey to the affected attachers within the time period established in Section Q.22.
- d) Based on the results of the applicable survey and other relevant information, the Company shall respond to the New Attacher either by granting access or denying access within forty-five (45) days of receipt of a complete application to attach facilities to its poles.
- e) The Company's denial of a New Attacher's pole attachment application shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how the evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.

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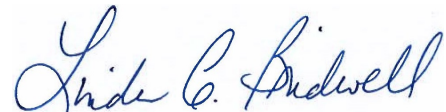
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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

3. Payments

- a) Survey Charges. The new Attacher shall be responsible for the costs of surveys made to review the New Attacher's pole attachment application even if the new Attacher decides not to go forward with the attachments.
- b) Payment of Make-Ready Estimates. Within fourteen (14) days of providing a response granting access pursuant to Section Q.16(2)(e), the Company shall send a new Attacher whose application for access has been granted a detailed, itemized estimate in writing, on a pole-by-pole basis if requested and reasonably calculable of charges to perform all necessary make-ready.
 - 1) The Company shall provide documentation that is sufficient to determine the basis of all estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
 - 2) The Company may withdraw an outstanding estimate of charges to perform make-ready beginning fourteen (14) days after the estimate is presented.
 - 3) A new Attacher may accept a valid estimate and make payment any time after receipt of an estimate, except a new Attacher shall not accept the estimate after the estimate is withdrawn.
- c) Invoices for estimates shall clearly identify the application or project for which payment is requested.
- d) Payment for the estimate shall clearly identify the application(s) or project(s) for which payment is made.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.17. Make-Ready.

Upon receipt of payment for survey costs owed pursuant to the Company's tariff and the estimate specified in Section Q.16 (3) the Company shall, as soon as practical but in no case more than seven (7) days, notify all known entities with existing attachments in writing that could be affected by the make-ready.

1. For make-ready in the communications space, the notice shall:

- State where and what make-ready will be performed;
- State a date for completion of make-ready in the communications space that is no later than forty-five (45) days after notification is sent (or up to 105 days in the case of larger orders as established in Q.20.) (C)
- State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified make-ready before the date established for completion;
- State that, if make-ready is not completed by the completion date established in this paragraph 1, the new Attacher may complete the make-ready, which shall be completed as specified pursuant to this paragraph 1; and
- State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.

2. For make-ready above the communications space, the notice shall:

- State where and what make-ready will be performed;
- State a date for completion of make-ready that is no later than ninety (90) days after notification is sent (or 135 days in the case of larger orders, as established in Section Q.20.
- State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified make-ready before the date established for completion;
- State that the Company may assert its right to up to fifteen (15) additional days to complete make-ready;
- State that if make-ready is not completed by the completion date established in this paragraph 2 (or, if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later), the new Attacher may complete the make-ready, which shall be completed as specified in this paragraph 2; and
- State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.


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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.17 Make-ready (cont'd)

3. Once the Company provides the notices required in paragraphs 1 or 2 of this Section, it shall provide the new Attacher with a copy of the notices and the existing Attachers' contact information and address where the utility sent the notices. The new Attacher shall be responsible for coordinating with existing Attachers to encourage completion of make-ready by the dates established by the Company pursuant paragraph 1 for communications space attachments or paragraph 2 for attachments above the communications space.
4. The Company shall complete its make-ready in the communications space by the same dates established for existing Attachers in paragraph 1 or its make-ready above the communications space by the same dates for existing Attachers in paragraph 2 (or if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later).
5. An attacher shall, within fifteen (15) business days following completion of all attachments within an application, provide written notice the Company in the manner and form listed on its website per Q.1.3 of this tariff.

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Q.18. Final invoice

1. Within a reasonable period, not to exceed 120 days after the Company completes its make-ready, the Company shall provide the new Attacher:
 - A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
 - A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual make-ready costs to accommodate attachments if the final make-ready costs differ from the estimate provided pursuant to Section Q.16.3(b).
2. To the extent that the final invoice indicates an overpayment of survey charges and / or make-ready costs, such overpayment shall be refunded to the attacher.

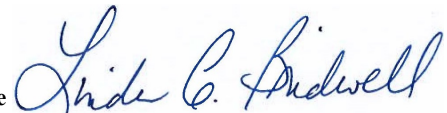
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(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.19. Limitations on Make Ready Charges

1. The Company shall not charge a new Attacher, as part of any invoice for make-ready, to bring poles, attachments, or third-party or Company equipment into compliance with current published safety, reliability, and pole owner construction standards if the poles, attachments, or third-party or Company equipment were out of compliance because of work performed by a party other than the new Attacher prior to the new attachment.
2. The Company shall not charge a new Attacher, as part of any invoice for make-ready, the cost to replace any Red Tagged pole with a replacement pole of the same type and height.
3. If a Red Tagged pole is replaced with a pole of a different type or height, then the new Attacher shall be responsible, as part of any invoice for make-ready, only for the difference, if any, between the cost for the replacement pole and the cost for a new utility pole of the type and height that the Company would have installed in the same location in the absence of the new Attachment.
4. The make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher's attachment shall be charged the Company's cost in accordance with the Company's tariff or a special contract regarding pole attachments between the Company and the new Attacher.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.20. Deviations from Established Timelines

1. Deviations in Applications Due to Volume of Poles

- a) Timelines provided for in Sections Q.16 will apply for new Attachment requests deemed Routine which is defined as the lesser of 500 poles or zero and .75 percent of the Company's total poles in Kentucky.
- b) The Company may, for every full 500-pole increment, add up to fifteen (15) days to the survey period established in Q.16 to larger orders up to the lesser of 3,000 poles or three (3) percent of the Company's poles in Kentucky.
- c) The Company may, for every full 500-pole increment, add up to forty-five (45) days to the make-ready periods established in Q.16 to larger orders up to the lesser of 3,000 poles or three (3) percent of the Company's poles in Kentucky.
- d) The Company and a new attacher, unless the Company owns or controls fewer than 500 poles, shall negotiate a special contract in good faith the timing of all requests for attachment larger than the lesser of 3,000 poles or three (3) percent of the Company's poles in Kentucky, or upon receipt of three (3) separate applications averaging 1,000 poles or one (1) percent of the utility's poles in Kentucky for any three (3) months over a five(5) month period.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.20. Deviations from Established Timelines (cont'd)

1. Deviations in Applications Due to Volume of Poles (cont'd)

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- e) The special contract, at a minimum, shall contain:
 - a. An agreement for a prepaid account from the new attacher to cover the cost of the request;
 - b. Direction from the new attacher regarding make ready work that the utility can complete without further direction from the new attacher including;
 - c. The maximum cost per pole;
 - d. The total cost for make ready work for each project or line of each project;
 - e. The new attacher's prioritization of projects if the new attacher has submitted multiple requests for attachment;
 - f. Contact information, including phone numbers and email addresses, for all necessary utility and new attacher personnel;
 - g. The cadence, location, and necessary personnel for each project; and
 - h. The timing of surveys and make ready.
 - f) If a special contract identified in paragraph (e) of this subsection cannot be agreed to within fifteen (15) business days from submission of a formal written request to engage from the attacher, the new attacher may file a complaint with the commission, with a copy served contemporaneously to the utility, on which the commission shall rule within twenty (20) business days of filing of the complaint.
 - g) The Company may treat multiple requests from a single new attacher as one (1) request if the requests are submitted during the same calendar month as one another; and
 - h) As soon as reasonably practicable, but no less than ninety (90) days before the new attacher expects to submit an application in which the number of requests exceed the lesser of the amounts identified in paragraph a of this subsection, a new attacher shall provide written notice to provide written notice to the Company in the manner and form listed on its website per Q.1.3 of this tariff that the new attacher expects to submit a request.

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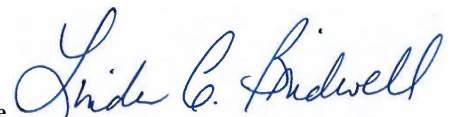
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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.20 Deviations from Established Timelines (cont'd)

2. Deviations from Make-ready Timeline

- a) The Company may deviate from the time limits specified in this section before offering an estimate of charges if the new Attacher failed to satisfy a condition in this tariff.
- b) The Company may deviate from the time limits established in this section during performance of make-ready for good and sufficient cause that renders it infeasible for it to complete make-ready within the time limits established in Section Q.20. The Company that so deviates shall immediately notify, in writing, the new Attacher and affected existing Attachers and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Company shall deviate from the time limits established in this section for a period no longer than necessary to complete make-ready on the affected poles and shall resume make-ready without discrimination once the Company returns to routine operations.
- c) An existing Attacher may deviate from the time limits established in this section during performance of complex make-ready for reasons of safety or service interruption that renders it infeasible for the existing Attacher to complete complex make-ready within the time limits established in this section. An existing Attacher that so deviates shall immediately notify, in writing, the new Attacher and other affected existing Attachers and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which shall not extend beyond sixty (60) days from the completion date provided in the notice specified in subsection (4) of this section as sent by the Company (or up to 105 days in the case of larger orders specified in Section Q.20. The existing Attacher shall not deviate from the time limits established in this section for a period for longer than necessary to complete make-ready on the affected poles.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.21. Self-help Remedy

1. Surveys. If the Company fails to complete a survey as established in Section Q.16, then a new Attacher may conduct the survey in place of the Company by hiring a contractor to complete a survey, which shall be completed as specified in Section Q.23.
 - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey the Attacher conducts and shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attacher.
 - b) A new Attacher shall allow the Company and existing Attachers to be present for any field inspection conducted as part of the new Attacher's survey.
2. Make-ready. If make-ready is not complete by the applicable date established in Section Q.16, then a new Attacher may conduct the make-ready in place of the Company and existing Attachers by hiring a contractor to complete the make-ready, which shall be completed as specified in Section Q.23. The make-ready shall be performed in compliance with this administrative regulation, the Company's tariff, and the construction standards listed on the Company's website per Q.1.3 of this tariff.

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 - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than seven (7) days of the impending makeready and shall include the date and time of the make-ready, a description of the work involved, and the name of the contractor being used by the new Attacher
 - b) A new Attacher shall allow the affected utility and existing Attachers to be present for any make-ready.
3. The new Attacher shall notify the Company or existing Attacher immediately if make-ready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
4. Pole replacements. Self-help shall not be available for pole replacements.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.22. One-touch make-ready option.

For Attachments involving Simple Make-ready, new Attachers may elect to proceed with the process established in this subsection in lieu of the attachment process established in Section Q.16.

1. Attachment Application. A new Attacher electing the one-touch make-ready process shall elect the one-touch make-ready process in writing in its attachment application and shall identify the simple makeready that it will perform. It is the responsibility of the new Attacher to ensure that its contractor determines if the make-ready requested in an attachment application is simple.
2. Application completeness
 - a) The Company shall review the new Attacher's attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attachers attachment application whether or not the application is complete.
 - b) An attachment application shall be considered complete if the application provides the Company with the information necessary to make an informed decision on the application.
 - c) If the Company notifies the new Attacher that an attachment application is not complete, then the Company shall state all reasons for finding the application incomplete.
 - d) If the Company fails to notify a new Attacher in writing that an application is incomplete within ten (10) business days of receipt, then the application shall be deemed complete.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.22 One-touch Make Ready Option (cont'd)

3. Application review on the merits. The Company shall review on the merits a complete application requesting one-touch make-ready and respond to the new Attacher either granting or denying an application within fifteen (15) days of the Company's receipt of a complete application (or within thirty (30) days in the case of larger orders as established in Section Q.20 or within a time negotiated in good faith for requests equal to or larger than those established in Section Q.20.)
4. If the Company denies the application on its merits, then the Company's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
5. Within the fifteen (15) day application review period (or within thirty (30) days in the case of larger orders as established in Section Q.20 or within a time negotiated in good faith for requests equal to or larger than those established in Section Q.20, the Company or an existing Attacher may object to the designation by the new Attacher's contractor that certain make-ready is simple.
6. An objection made pursuant to paragraph 5 shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to a determination that the make-ready is not simple.
7. If the Company's or the existing Attacher's objection to the new Attacher's determination that make-ready is Simple complies with paragraph 6, then the make-ready shall be deemed to be complex and the new Attacher shall not proceed with the affected proposed one-touch make-ready.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.22 One-touch Make Ready Option (cont'd)

8. Surveys

- a) The new Attacher shall be responsible for all surveys required as part of the one-touch make-ready process and shall use a contractor as established in Section Q.23 to complete surveys.
- b) The new Attacher shall allow the Company and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the new Attacher's surveys.
- c) The new Attacher shall use commercially reasonable efforts to provide the Company and affected existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the surveys, and name of the contractor performing the surveys.

(C)


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Johnny McClanahan, President and CEO

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PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.22 One-touch Make Ready Option (cont'd)

9. Make-ready. If the new Attacher's attachment application is approved by the pole owner and if the attacher has provided at least fifteen (15) days prior written notice of the make-ready to the affected Company and existing Attachers, the new Attacher may proceed with make-ready. The new Attacher shall use a contractor in the manner established for simple makeready in Section Q.23.
- a) The prior written notice shall include the date and time of the make-ready, a description of the work involved, the name of the contractor being used by the new Attacher, and provide the Company and existing Attachers a reasonable opportunity to be present for any make-ready. The new Attacher shall notify the Company or existing Attacher immediately if makeready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
- b) In performing make-ready, if the new Attacher or the Company determines that make-ready classified as simple is complex, then all make-ready on the impacted poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted poles. All remaining make-ready on the impacted poles shall then be governed by Section Q.16, and the Company shall provide the notices and estimates required by Section Q.16 as soon as reasonably practicable.
10. Post-make-ready timeline. A new Attacher shall notify the Company and existing Attachers within fifteen (15) days after completion of make-ready on a one-touch make ready application.

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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.23. Contractors for Survey and Make-ready

1. Contractors for Self-help Complex and above the communications space Make-ready. The Company shall make available and keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform Self-help Surveys and Make-ready that is Complex and Self-help Surveys and Make-ready that is above the communications space on the Company's poles. The new Attacher shall use a contractor from this list to perform self-help work that is complex or above the communications space. new and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.
2. Contractors for Surveys and Simple Make-ready work. The Company may keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform surveys and simple make-ready. If the Company provides this list, then the new Attacher shall choose a contractor from the list to perform the work. New and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.


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SECTION Q – POLE ATTACHMENTS (cont'd)

Q.23 Contractors for Survey and Make-ready (cont'd)

3. Contractors Not Already Approved by the Company

- a) If the Company does not provide a list of approved contractors for Surveys or Simple Makeready or no Company-approved contractor is available within a reasonable time period, then the new Attacher may choose its own qualified contractor that shall meet the requirements in paragraph 4.
- b) If choosing a contractor that is not on the Company-provided list, the new Attacher shall certify to the Company that the Attacher's contractor meets the minimum qualifications established in paragraph 4 upon providing notices required by this tariff.
- c) The Company may disqualify any contractor chosen by the new Attacher that is not on the Company-provided list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established in paragraph 4 or to meet the Company's publicly available and commercially reasonable safety or reliability standards.
- d) The Company shall provide notice of the Company's objection to the contractor within the notice periods established by the new Attacher in this tariff and in the Company's objection must identify at least one available qualified contractor.


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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.23 Contractors for Survey and Make-ready (cont'd)

4. Contractor minimum qualification requirements. Companies shall ensure that contractors on the Company-provided list, and new Attachers shall ensure that contractors selected pursuant to paragraph 3 meet the minimum requirements established in paragraphs this subsection.
 - a. The contractor has agreed to follow published safety and operational guidelines of the Company, if available, but if unavailable, the contractor shall agree to follow National Electrical Safety Code (NESC) guidelines as approved by the Kentucky Public Service Commission.
 - b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready, if required by the Company.
 - c. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules and Rural Utility Service Specifications and Standards.
 - d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the Company, if made available.
 - e. The contractor shall be adequately insured or shall establish an adequate performance bond for the make-ready the contractor will perform, including work the contractor will perform on facilities owned by existing Attachers.
5. In the event of a dispute over work to be performed by contractors pursuant to this Section, a consulting representative of the Company may make final determinations, on a nondiscriminatory basis, if there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.24. Notice of Changes to Existing Attachers.

Unless otherwise established in a joint use agreement or special contract, the Company shall provide an existing Attacher no less than sixty (60) days written notice prior to:

1. Removal of facilities or termination of any service to those facilities if that removal or termination arises out of a rate, term, or condition of the Company's pole attachment tariff or any special contract regarding pole attachments between the Company and the attacher; or
2. Any modification of facilities by the Company other than make-ready noticed pursuant to Q.16, routine maintenance, or modifications in response to emergencies.
3. An existing attacher may request a stay of the action contained in a notice received pursuant to paragraph (1) of this section by filing a motion within fifteen (15) days of the receipt of the first notice provided pursuant to paragraph (1) of this section.

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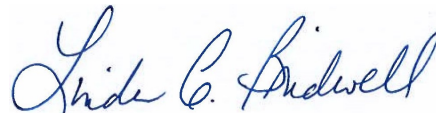
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.25. Transfer of Attachments to New Poles

1. Unless an applicable tariff or special contract or Section 4 of this administrative regulation establishes a different timeframe, existing Attachers shall transfer their attachments within sixty (60) days of receiving written notice from the Company pole owner.
2. Existing attachers may deviate from the time limit established in paragraph 1 of this subsection for good and sufficient cause that renders it infeasible for the existing Attacher to complete the transfer within the time limit established. An existing Attacher that requires such a deviation shall immediately notify, in writing, the Company and shall identify the affected poles and include a detailed explanation of the reason for the deviation and the date by which the attacher shall complete the transfer. An existing Attacher shall deviate from the time limits established in paragraph 1 of this subsection for a period no longer than is necessary to complete the transfer.
3. If an existing Attacher fails to transfer its attachments within the timeframe established in paragraph 1 of this subsection and the existing Attacher has not notified the Company of good and sufficient cause for extending the time limit pursuant to paragraph 1 of this subsection, the Company pole owner may transfer attachments and the transfer shall be at the existing Attacher's expense.
4. The Company pole owner may transfer an existing Attacher's attachment prior to the expiration of any period established by paragraphs 1 or 2 of this subsection if an expedited transfer is necessary for safety or reliability purposes.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

SECTION Q – POLE ATTACHMENTS (cont'd)

Q.26. Rates

a. Per Pole Per Year	2 Users	\$ 1.64
	3 Users	\$ 1.44
b. Survey Fee – per pole		\$300.00

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**NORTH CENTRAL TELEPHONE COOPERATIVE
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LOCAL EXCHANGE TARIFF**

**PSC KY TARIFF NO. 3
SECTION R
Original Sheet No. 1**

SECTION R - MAPS

PUBLIC SERVICE COMMISSION
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SECRETARY OF THE COMMISSION

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F. Thomas Rowland
F. Thomas Rowland, Executive Vice President / General Manager

**NORTH CENTRAL TELEPHONE COOPERATIVE
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SECTION R
Original Sheet No. 2**

SECTION R - MAPS

**PUBLIC SERVICE COMMISSION
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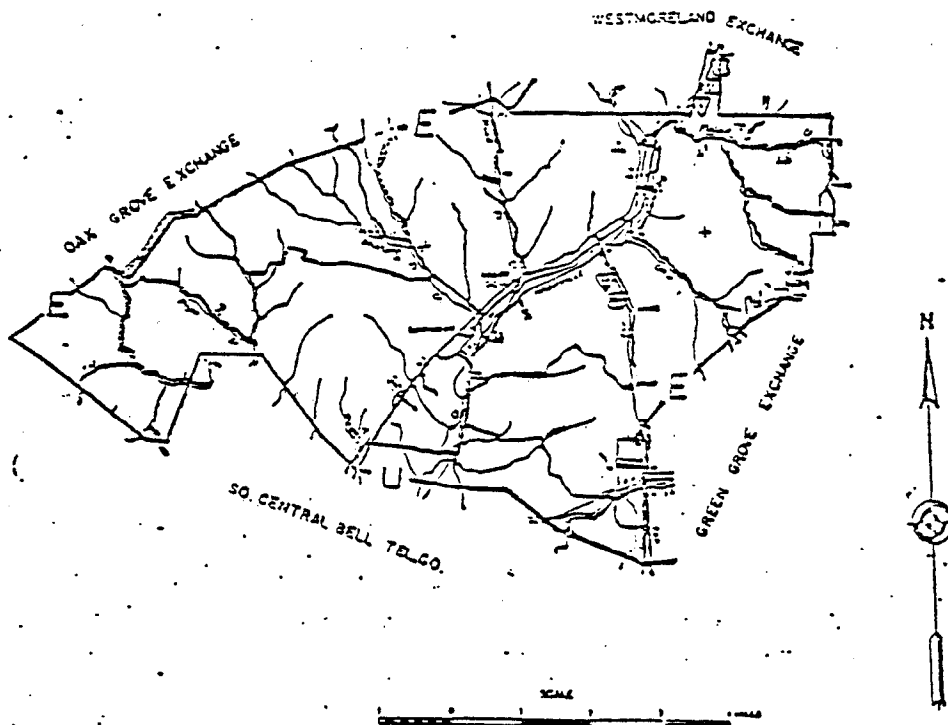
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**PURSUANT TO 807 KAR 5011,
SECTION 9 (1)**

**BY: Stephan D. Bell
SECRETARY OF THE COMMISSION**

EXCHANGE SERVICE AREA MAP

BETHPAGE, TENNESSEE (2)



- E - Exchange boundary with exchange of this Company.
- U - Exchange boundary with exchange of another boundary.

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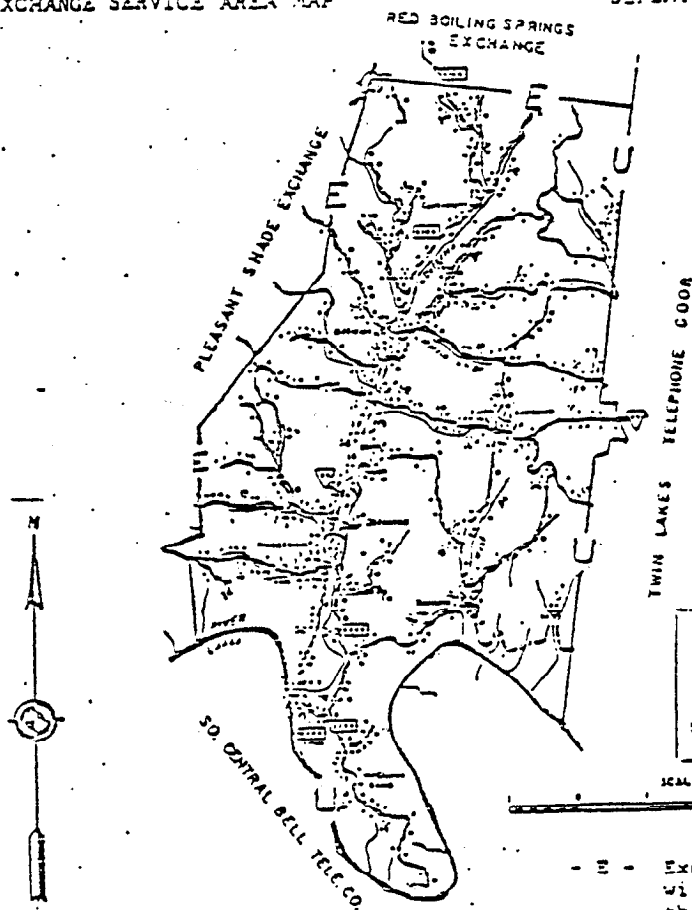
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SECTION R
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SECTION R - MAPS

EXCHANGE SERVICE AREA MAP

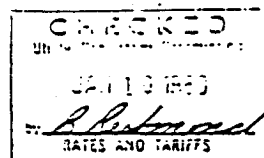


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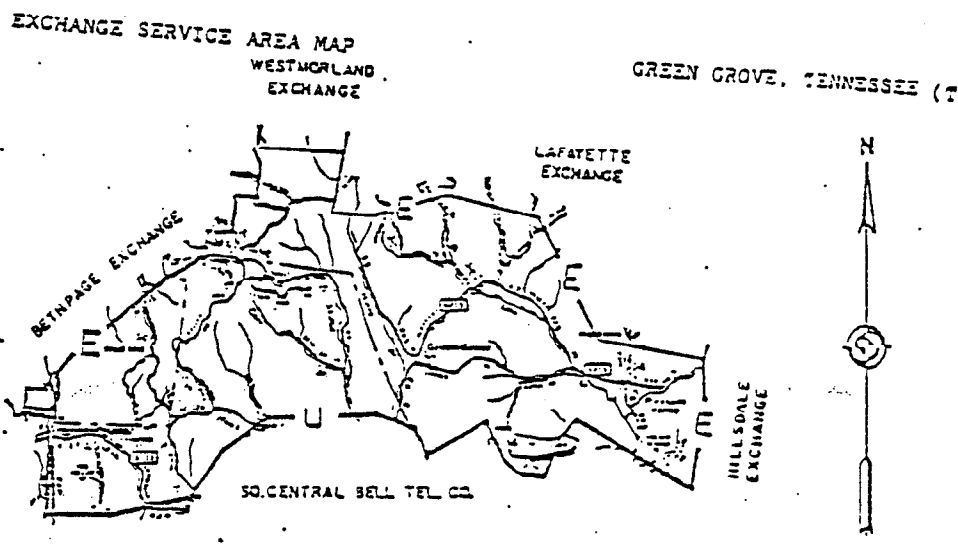
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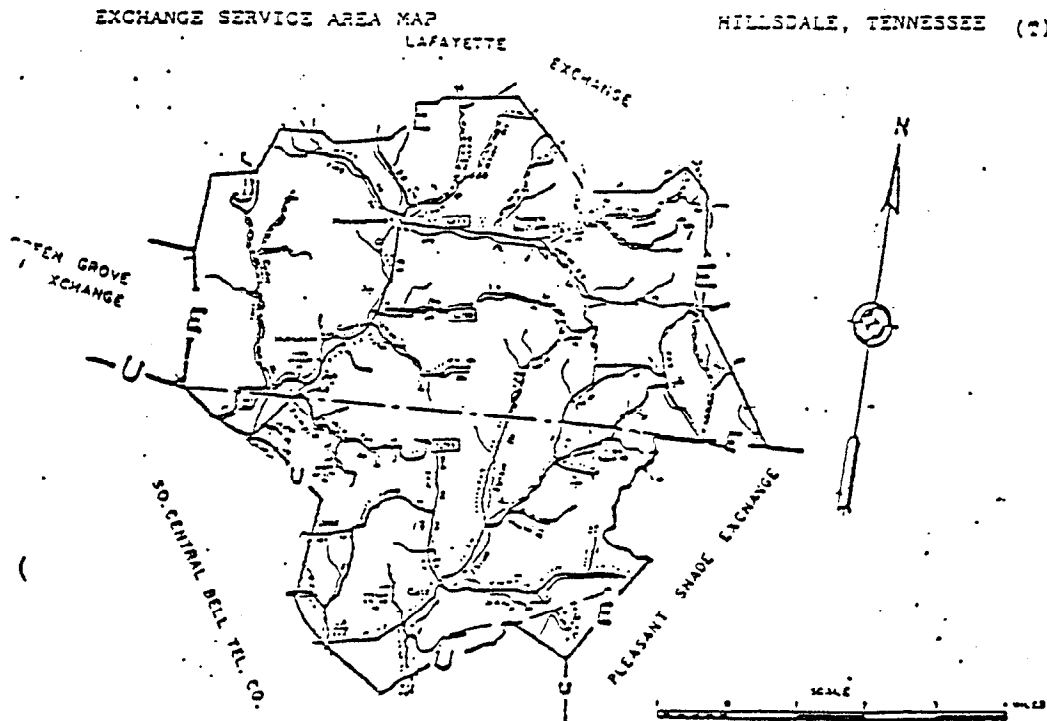
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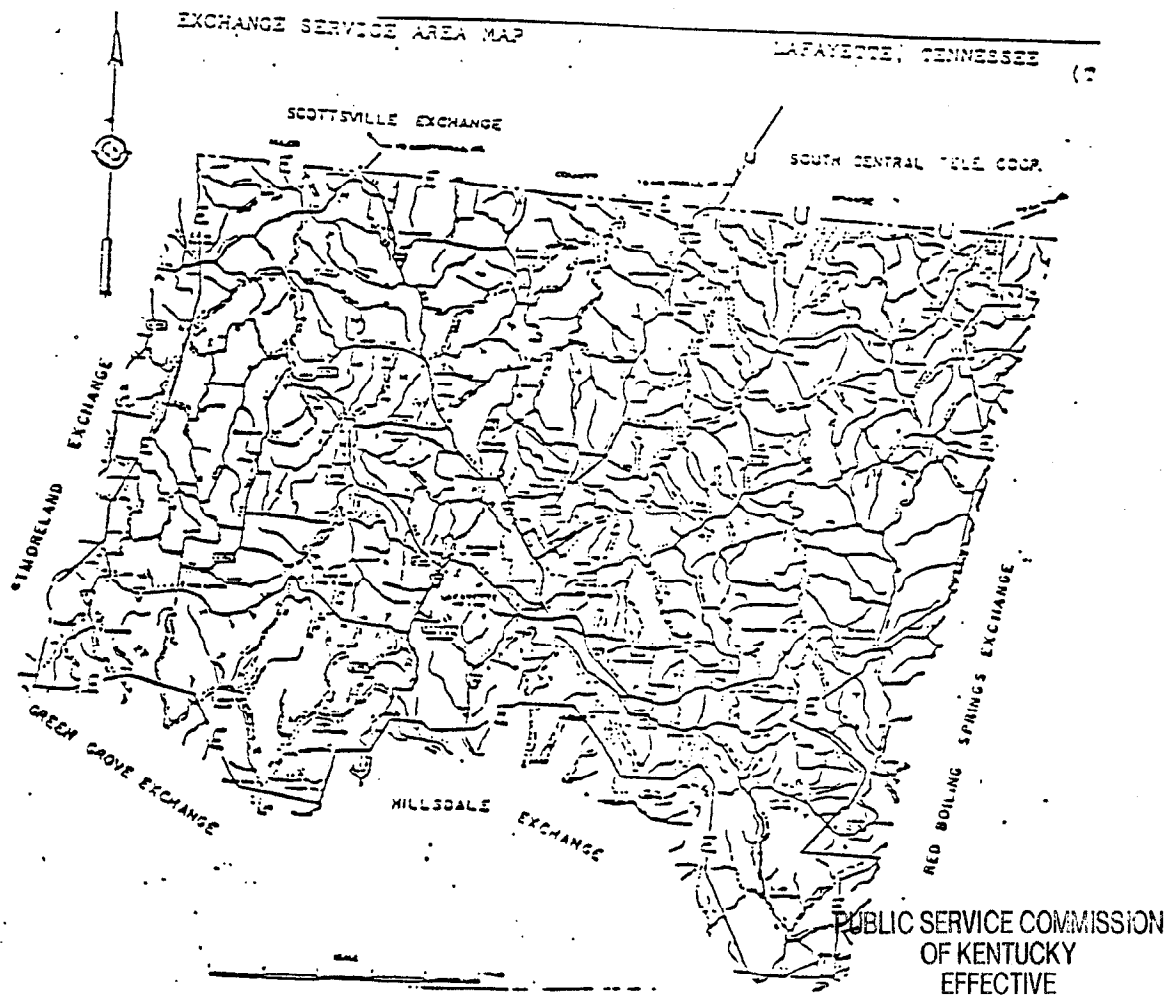
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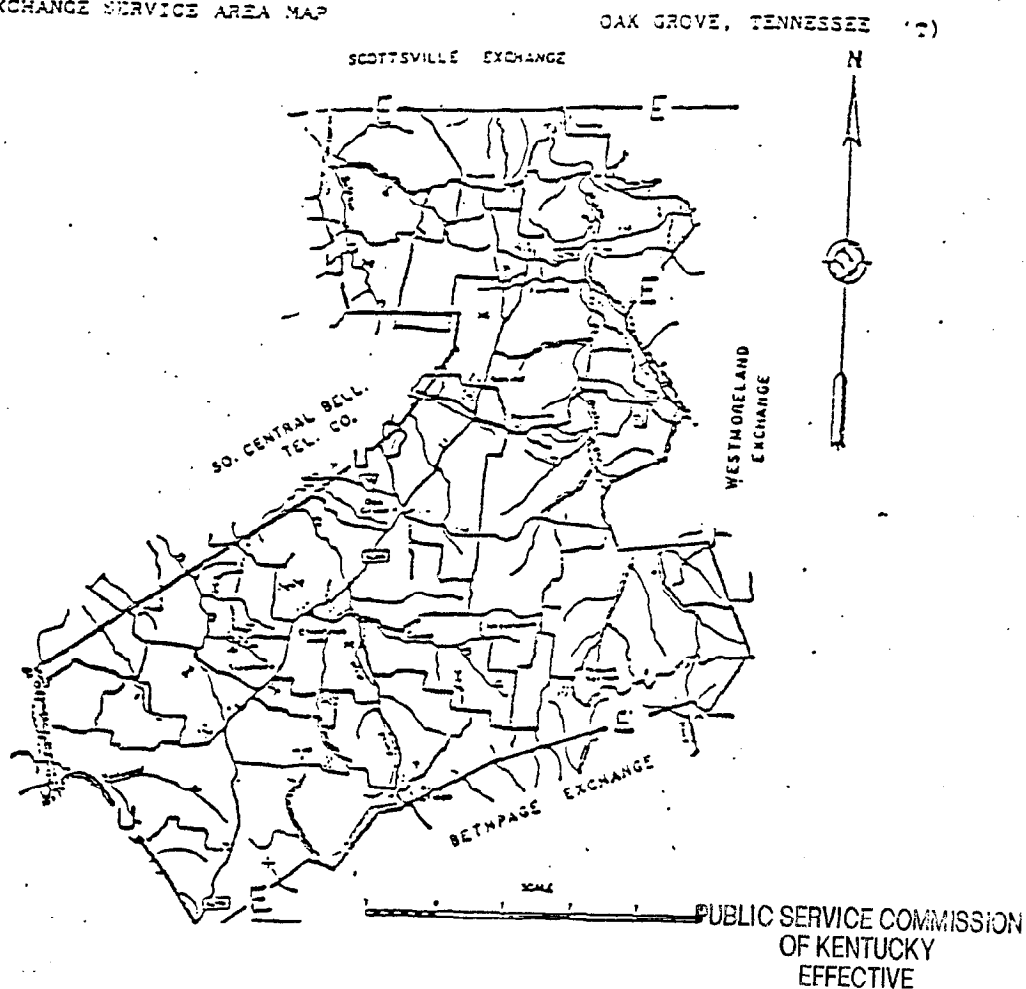
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SECTION R - MAPS

EXCHANGE SERVICE AREA MAP



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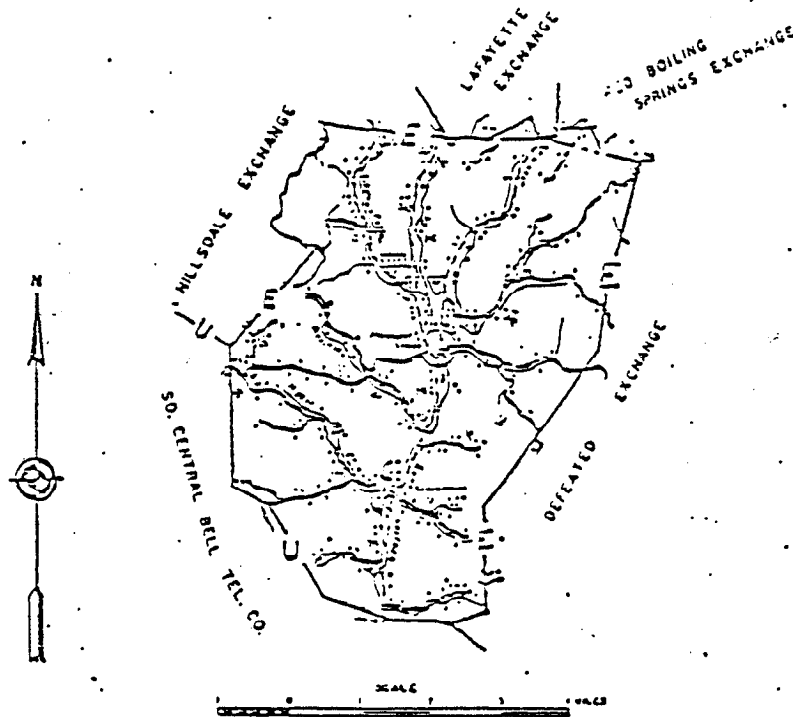
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SECTION R - MAPS

EXCHANGE SERVICE AREA MAP

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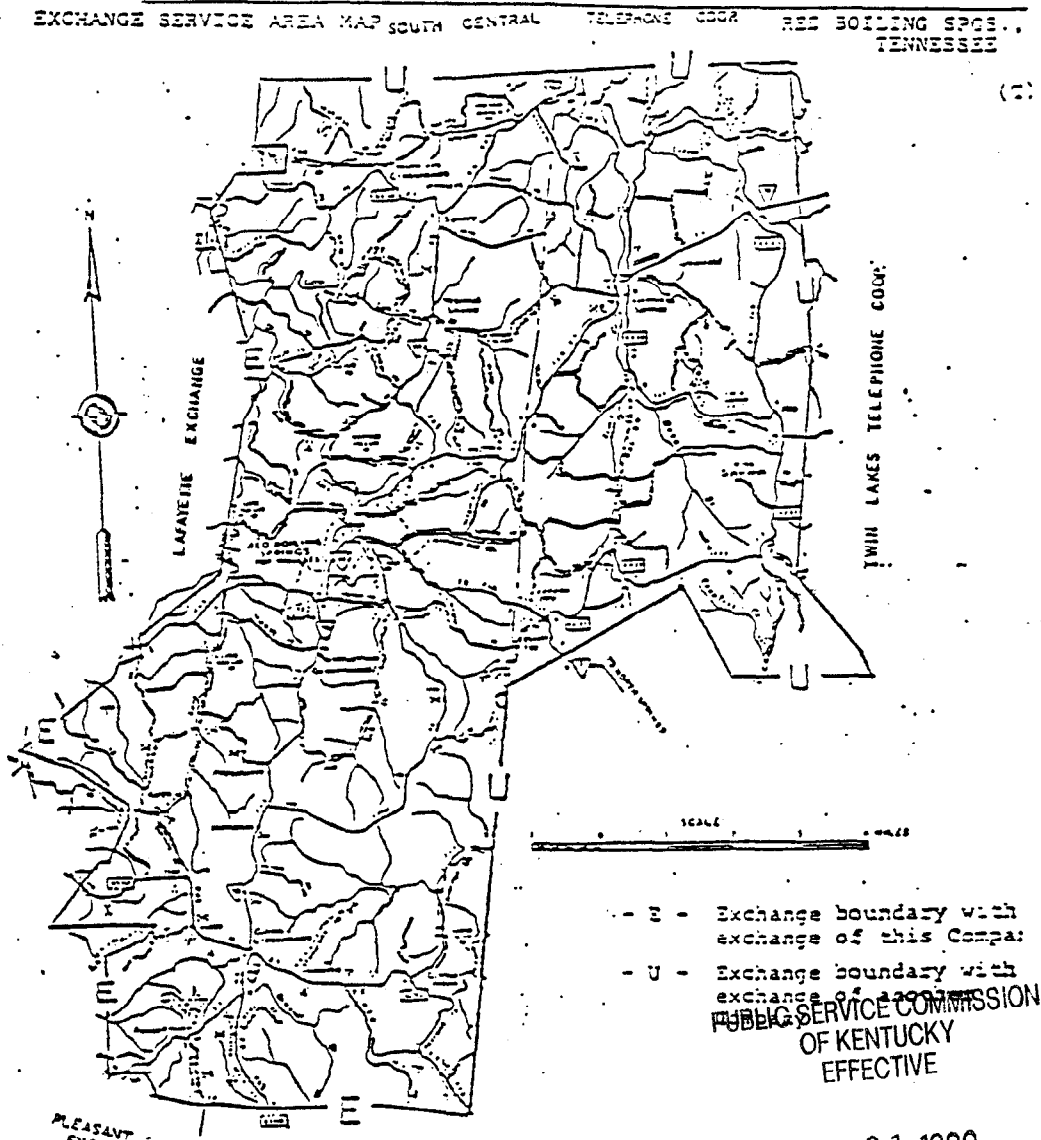
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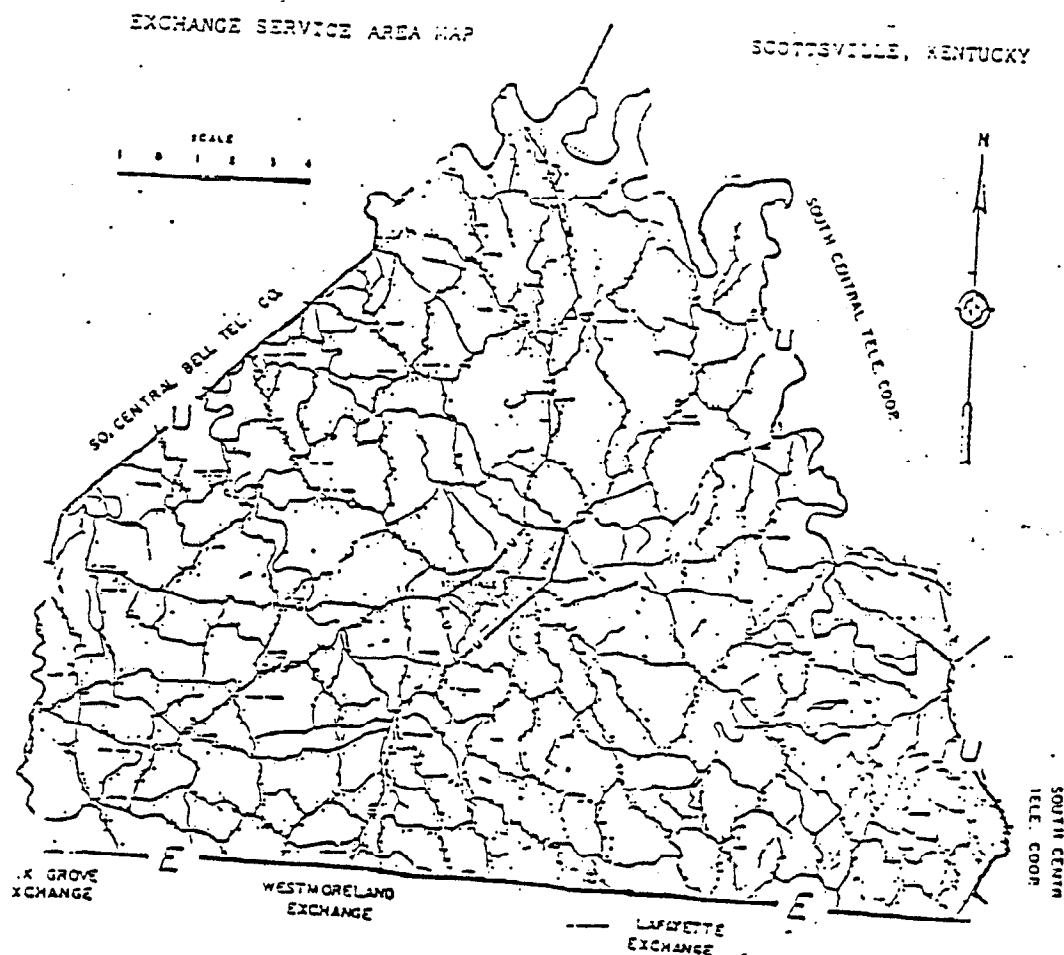
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SECTION R - MAPS



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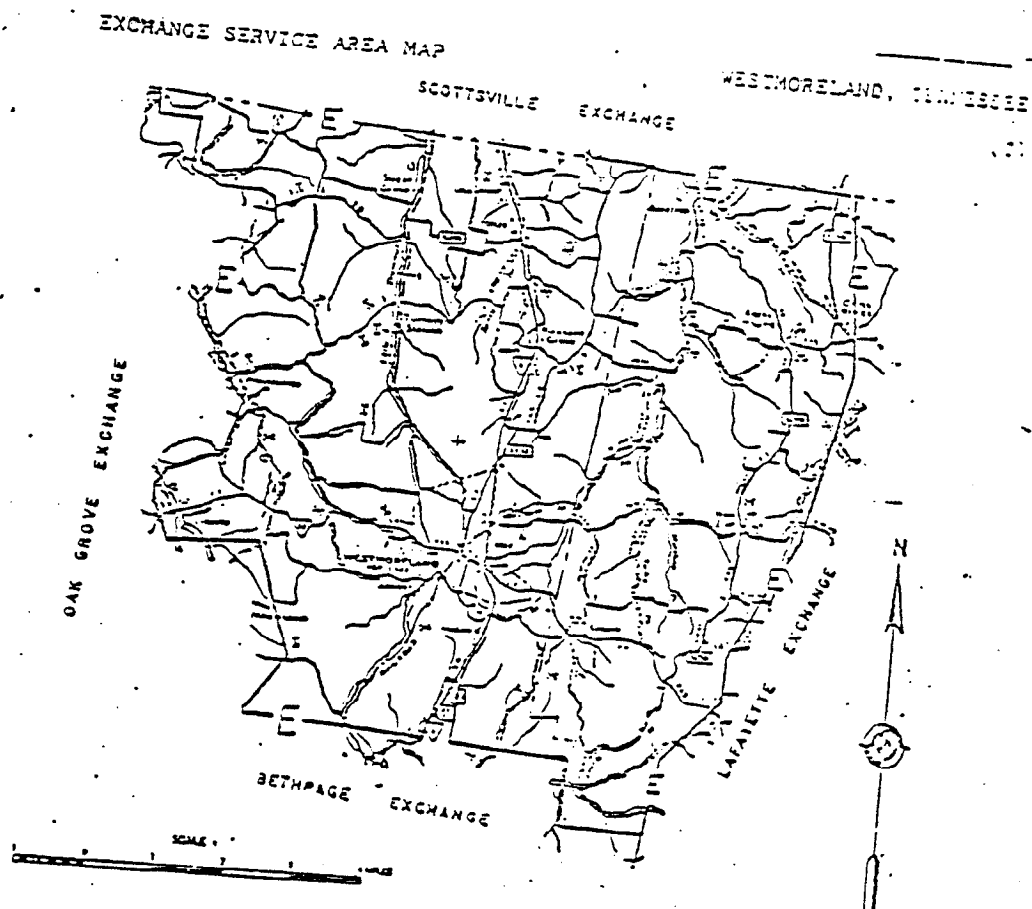
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RESERVED FOR FUTURE USE (T)

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**NORTH CENTRAL TELEPHONE COOPERATIVE
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