EXHIBIT B (Proposed Revised Tariff Pages)

# OTTOVILLE MUTUAL TELEPHONE COMPANY BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE:

This Tariff P.U.C.O. No. 4 cancels and supersedes Ottoville Mutual Telephone

Company Tariff P.U.C.O. No. 3.

Issued: May 3, 2011

## **SECTION INDEX**

SECTION 1: TARIFF DESCRIPTION; EXCHANGE RATES; CHARGES

SECTION 2: N11 SERVICE

SECTION 3: GENERAL RULES AND REGULATIONS

SECTION 4: ENHANCED EMERGENCY TELEPHONE NUMBER SERVICE (E-9-1-1

SERVICE)

SECTION 5: LIFELINE/LINK-UP REQUIREMENTS

SECTION 6: INTRALATA PRESUBSCRIPTION

SECTION 7: INTRASTATE ACCESS SERVICE TARIFF

# SUBJECT INDEX

| SUBJECT   | <u>SECTION</u>             | SHEET                      |
|---|----------------------------|----------------------------|
| <ul><li>211 Service for Information and Referral Services</li><li>811 Service for "One Call" Notification Systems</li><li>911 Enhanced Emergency Telephone Number Service</li></ul> | 2<br>2<br>4                | 1<br>8<br>1                |
| - A - Advance Payments Alterations Application for Service Application of Business and Residence Rates Application of Construction Charges Availability of Facilities               | 3<br>3<br>3<br>1<br>3<br>3 | 6<br>4<br>3<br>9<br>6<br>1 |
| - B -   |                            |                            |
| Basic Local Exchange Service (BLES) Definition Business Rates - C -   | 1                          | 1 2                        |
| Construction, Installation, and Maintenance Charges   | 1                          | 10                         |
| - D -   |                            |                            |
| Defacement of Premises Directory Assistance Service Directory Errors and Omissions - E -  | 3<br>1<br>3                | 2<br>7<br>1                |
| Enhanced Emergency Telephone Number Service   | 4                          | 1                          |
| (E 9-1-1) Establishment and Furnishing of Service Exchange Rates Extension Mileage Extension Stations   | 3<br>1<br>1<br>1           | 3<br>2<br>12<br>12         |

# **SUBJECT INDEX** (Continued)

| SUBJECT   |       | <b>SECTION</b>   | <u>SHEET</u>           |
|---|-------|------------------|------------------------|
|   | - F - |                  |                        |
| General Rules and Regulations   | - G - | 3                | 1                      |
|   | - I - |                  |                        |
| Initial Contract Periods IntraLATA Presubscription Intrastate Access Service Tariff   |       | 3<br>6<br>7      | 4<br>1<br>1            |
|   | - K - |                  |                        |
|   | - L - |                  |                        |
| Late Payment Charge Liability of Telephone Company Lifeline/Link-Up Requirements Line Connection Charge Line Extensions           |       | 1<br>3<br>5<br>1 | 7<br>6<br>1<br>6<br>10 |
|   | - M - |                  |                        |
| Maintenance and Repairs<br>Mileage Charge   |       | 3<br>1           | 4<br>8                 |
|   | - N - |                  |                        |
|   | - O - |                  |                        |
| Obligation and Liability of Telephone Compan<br>Obligation of Customer<br>Off Premises Services<br>Ownership and Use of Equipment | у     | 3<br>3<br>1<br>3 | 1<br>6<br>8<br>2       |

# **SUBJECT INDEX** (Continued)

| SUBJECT  |                | <u>SECTION</u>             | SHEET                            |
|--|----------------|----------------------------|----------------------------------|
| Paper Copy of Bill Per Call Blocking Per Call Number Privacy Poles on Private Property Premises Visit Charge   | - P -<br>- Q - | 1<br>1<br>1<br>1           | 7<br>7<br>7<br>12<br>6           |
| Reconnect Charge<br>Residence Rates  | - R -<br>- S - | 1<br>1                     | 6<br>2                           |
| Service Charges Service Connection Charges Service Ordering Charge Special Assemblages Special Service and Facilities Special Type of Construction Station Connection Charge |                | 1<br>1<br>3<br>3<br>1      | 3<br>3<br>6<br>7<br>5<br>11<br>6 |
| Tariff Description Telecommunications Relay Services (TRS) Telephone Numbers Termination of Service Transmitting Messages Touch Tone Calling                                 | - T -          | 1<br>1<br>3<br>3<br>3<br>1 | 1<br>7<br>3<br>5<br>1<br>7       |
|  | - U -          |                            |                                  |
| Unusual Installation Costs Use of Connecting Company Lines Use of Subscriber Service Use of Service and Facilities   |                | 3<br>3<br>3<br>3           | 4<br>2<br>3<br>2                 |

Issued: May 3, 2011

# **SUBJECT INDEX** (Continued)

| SUBJECT       |       | <b>SECTION</b> | <u>SHEET</u> |
|---------------|-------|----------------|--------------|
|               | - V - |                |              |
| W. C. O.      | - W - |                |              |
| Wiring Charge | - X - | 1              | 6            |
|               | - Y - |                |              |
|               | - Z - |                |              |

### **TARIFF DESCRIPTION**

This Basic Local Exchange Service (BLES) Tariff applies to residential single-line customers and to the primary access line of business customers.

BLES is provided by Ottoville Mutual Telephone Company (The "Company" or "Telephone Company") in accordance with Rule 4901:1-6-12, Ohio Administrative Code.

Basic local exchange service, as defined in Section 4927.01, Revised Code, means residential end-user access to, and usage of, telephone-company-provided services over a single line, or small-business-end-user access to and usage of telephone-company-provided services over the business's primary access Line of Service, which in the case of residential and small-business access and usage is not part of a bundle or package of services. BLES enables a customer to originate or receive voice communications within a local service area and consists of the following services:

- (i) Local dial tone service;
- (ii) For residential end users, flat-rate telephone exchange service;
- (iii) Touch tone dialing service;
- (iv) Access to and usage of 9-1-1 services, where such services are available;
- (v) Access to operator services and directory assistance;
- (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
- (vii) Per call, caller identification blocking services;
- (viii) Access to telecommunications relay service; and
- (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

# **EXCHANGE RATES**

- A. Unless otherwise specified, the charges quoted in this Tariff are for periods of one month, are payable in advance, and entitle the customer to exchange telephone service within the Cloverdale and Ottoville exchanges.
- B. The rates quoted herein also entitle the subscribers of these exchanges to call, without additional charge, subscribers in the following groups of exchange service areas:

From Cloverdale Exchange - EAS to - Fort Jennings, Ottoville, Kalida, and Continental Exchange

From Ottoville Exchange - EAS to - Fort Jennings, Cloverdale, Kalida, and Grover Hill Exchange

### **CLOVERDALE EXCHANGE RATES**

Within the exchange area:

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|----|----|-----|-----|---|
| ĸı |    | IN  | H.> |   |
|    |    |     |     |   |

**MONTHLY RATE** 

Individual line, access charge, each

\$11.25

**RESIDENCE** 

Individual line, access charge, each

\$8.40

**PAYSTATIONS** 

Semi-Public Paystation, local message guarantee per month

\$14.00

### **OTTOVILLE EXCHANGE RATES**

Within the exchange area:

**BUSINESS** 

**MONTHLY RATE** 

Individual line, access charge, each

\$11.25

RESIDENCE

Individual line, access charge, each

\$8.40

**PAYSTATIONS** 

Semi-Public Paystation, guarantee per month

\$14.00

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# SERVICE CONNECTION CHARGES

### A. SERVICE CHARGES

- 1. A residential service charge consisting of more of the charges shown in this section is applicable for the following activities undertaken at customer request:
  - a. Connections
  - b. Changes
- 2. Residential service charges are in addition to all other applicable rates and charges associated with the service provided. All business service charges are based on time and material and are calculated on actual cost of the installation.
- 3. Payment of Service Charges: Service charges for the initial establishment of residential or business service are due and payable in advance or on the first billing cycle after installation date of the equipment.
- 4. The charges specified herein do not contemplate work performed by Company employees at a time when overtime wages apply due to the request of the subscriber nor do they contemplate work begun being interrupted by the subscriber. If the subscriber requests overtime labor being performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved.
- 5. Service Charges are the following:
  - a. <u>Service Ordering Charge</u>: Applicable for work done in receiving, recording and processing information necessary to execute a customer's request for connection of service or moves, changes, or additions to existing service.
  - b. <u>Line Connection Charge</u>: Applicable to work done in the Central Office and elsewhere in association with providing an access line or making changes thereto.
  - c. <u>Station Connection Charge</u>: Applicable for work done at the customer's premises in installing, moving or changing wire or protection equipment (other than inside wiring).
  - d. <u>Premises Visit Charge</u>: Applicable if a company employee must visit the customer's premises to complete requested work.

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# **SERVICE CONNECTION CHARGES** (Continued)

# A. SERVICE CHARGES (Continued)

- 6. Service charges are not applicable to the upgrading of basic service, when done in conjunction with a general upgrading of facilities.
- 7. Service charges are not applicable to removal of service or equipment.

### B. APPLICATION OF CHARGES

1. Service Ordering Charge

Service order activity is classified as either initial (establishment of service) or subsequent (modification to an existing service).

- a. One initial service ordering charge is applicable to each order for connection of the service.
- b. One subsequent service order charge is applicable to each order for move, change, or addition and the following:
  - 1. Change or addition of additional directory listings.
  - 2. Issuance of order to document the use of customer provided equipment on the service.
  - 3. Change of telephone number requested by subscriber.
  - 4. Only one charge is applicable per order if more than one change is requested on the order.

### 2. Line Connection Charge

- a. One line connection charge is applicable to the provision of each access line in association with any of the following service:
  - 1. Individual or Multi-party Residence Service
  - 2. Key System Trunks, Residence
  - 3. Rotary Trunks, Residence
  - 4. Off Premises Extension
  - 5. Telephone Answering Service Lines
- b. Line connection charges are not applicable when service responsibility is assumed by a customer prior to discontinuance by another customer (supersedure) and there is no change of telephone number.
- c. A line connection is applicable to each change in telephone number made at the request of the customer.

# SERVICE CONNECTION CHARGES (Continued)

# B. APPLICATION OF CHARGES (Continued)

# 3. Wiring Charge

- a. Standard Wiring Charge
  - 1. The wiring charges contained in this section are applicable to all grades of service.
  - 2. One wiring charge is applicable for each installation of service drop and protector.
  - 3. One wiring charge is applicable for each move of the service drop and the associated station protection device.
  - 4. A wiring charge is not applicable if industry standard wire and connecting apparatus to permit the termination of a station are in place.

# 4. Station Connection Charge

- a. One station connection charge is applicable for installation, move, or change of outside wire or protector.
- b. A station connection charge is not applicable if the instrument is in place at the time service is established and a move or change is not requested by the customer.

## 5. Premises Visit Charge

- a. One premises visit charge is applicable whenever a Company employee is dispatched to the customer's premises to complete a customer's request.
- b. A premises visit charge is not applicable for subsequent visits required to complete an order to which a visit charge is applicable on a per visit basis.

# **SERVICE CONNECTION CHARGES** (Continued)

| C. | CH | ARGE  | Residence  |         |
|----|----|-------|--|---------|
|    | 1. | Serv  | rice Ordering:   |         |
|    |    | a.    | Initial Order, each  | \$15.00 |
|    |    | b.    | Subsequent Order, each                                     | 10.00   |
|    | 2. | Line  | e Connection, each   | 10.00   |
|    | 3. | Wiri  | ing Charge:  |         |
|    |    | a.    | Standard wiring of drop or protector                       | 5.00 *  |
|    | 4. | Stati | ion Connection, each                                       | 5.00 *  |
|    | 5. | Pren  | nises Visit  | 5.00    |
|    | 6. |       | onnect Charge for discount, for non-payment of bhone bill. | 25.00   |

- 7. All business installations are based on time and material or the actual cost of direct labor, indirect labor, overheads and materials.
- \* This charge does not apply to extension telephone or other apparatus ordered installed by a residence customer simultaneously with any order involving a service connection or move and change charge.

The labor rate which should apply at the effective date of this tariff is \$6.00 per quarter hour or faction thereof. This rate included provisions for direct and indirect costs, loaded to provide for taxes, insurance and other overhead costs.

A written estimate of the total labor and material cost of installation shall be provided to the business customer prior to the actual commencement of the work involved.

### MISCELLANEOUS SERVICE AND FACILITIES

1. Touch Tone Calling

This service more commonly known as pushbutton dialing will be offered to subscribers in the Ottoville and Cloverdale exchange areas. There will be no distinction between business and/or residence rates.

Monthly Charge

Touch tone service - main station

\$1.00

All other change charges will apply as set forth on other pages of this tariff.

2. Per Call Number Privacy (Per Call Blocking)

Per Call Number Privacy enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing a preassigned access code before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking is provided according to the availability of facilities, and central office equipment in locations determined by the Company. Per Call Blocking will be provided to customers at no charge.

- 3. The Telephone Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.
- 4. Late Payment Charge: \$1.00 or 5%, whichever is greater, will apply to regulated charges not paid at least nineteen days after the postmark on the customer's bill. The Late Payment Charge will not apply to any portion of the bill that is in bona fide dispute, any previous late payment fees included in the amount due, or to service establishment charges for lifeline services. Late charges are to be applied without discrimination.
- 5. Paper copy of bill \$1.50 per sheet (cash), \$2.50 per sheet if charge must be added to monthly bill
- 6. Telecommunications Relay Services (TRS) Charge

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

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# MISCELLANEOUS SERVICE AND FACILITIES (Continued)

7. Off Premises Service

An additional charge for service located on the same premises, but not in the same building

\$1.20/month

8. Mileage Charge

Additional charge for off-premise service which are not on the same premises. The charge is calculated per quarter mile (route mileage) or faction thereof of the distance between the main station and the off-premises service.

\$1.80/month

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### APPLICATION OF BUSINESS AND RESIDENCE RATES

- 1. Business rates apply at the following locations:
  - a. In offices, stores, factories, mines and all other places of a strictly business nature.
  - b. In boarding houses, except as noted herein, offices of hotels, halls and offices of apartment buildings; quarters occupied by Clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries, and other similar institutions.
  - c. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens or other advertising matter, such as on vehicles etc., or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
  - d. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
  - e. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
  - 2. Residence Rates Apply at the Following Locations:
    - a. In private residences where business listings are not provided.
    - b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
    - c. In the place of residence of a clergyman or nurse, and in the place of residence of a physician, surgeon, or other medical practitioner, dentist or veterinary, provided the subscriber does not maintain an office in the residence.
    - d. In churches.

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# CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES

#### A. General

- 1. Lines will be extended in accordance with provisions specified herein.
- 2. Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:
  - a. The facilities are provided in remote or undeveloped sections outside the base rate area.
  - b. Conditions require the provisions of special equipment or unusual methods of plant construction, installation or maintenance.
  - c. The customer's location requires the use of costly private right-of-way.
- 3. Title to all construction, as specified below, provided wholly or partly at a customer's expense is vested in the Telephone Company.
- 4. By "cost" is meant the cost of labor and materials including the usual supervisory expenses.
- 5. When attachments are made to poles of other companies in lieu of providing construction for which the customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments is borne by the Customer.
- 6. The customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.
- 7. Construction charges will not apply to the customer's aerial drop which extends from the last pole to the building in which the telephone is located.

### B. Line Extensions

1. Construction costs for one-half mile will be at Company expense. All excess construction costs must be borne by prospective subscriber or subscribers.

### CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Continued)

### B. Line Extensions (Continued)

- 2. Provisions of Private Right-of-Way: Where required by the conditions, applicants shall provide, without expense to the Telephone Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and otherwise suitable.
- 3. Applicants may be required to make advance payments to cover all or a portion of the exchange service when in the opinion of the Telephone Company there is evidence of credit risk.

# C. Special Type of Construction

When underground service connections are desired by customers as initial installations in places where aerial drop wires would ordinarily be used to reach the customers' premises, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the following regulations apply:

- 1. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition the customer shall pay the cost of the underground cable including the cost of installing less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- 2. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- 3. Where armored cable is laid in a trench, the trench shall be constructed and back-filled by or at the expense of the customer. In addition, the customer shall pay the cost of the cable including the cost of installing it less the estimated cost to the Telephone Company of installing such aerial drop as would be (or is) required to furnish the same service.
- 4. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable in conduit not so inspected and approved, or repairs or replacements of cable in conduit or trench made necessary by damages caused by the customer or his representative, will be made only at the customer's expense.
- 5. Where facilities are changed from aerial to underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities.

# CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Continued)

### D. Poles on Private Property

- 1. Poles on private property to be used in serving an individual subscriber will be furnished by the Telephone Company at a charge of actual cost (T&M) for each such pole, except that the Telephone Company will furnish as many as two poles without charge to the subscriber provided the poles thus furnished are used to carry main line circuits. Ownership and maintenance of such poles is vested in the Telephone Company.
- 2. Poles on private property to be used as a part of the standard distributing plan serving subscribers in general are furnished, maintained, and owned by the Telephone Company, subject to such construction charge as may be applicable.
- 3. Circuits on poles on private property are furnished, owned and maintained by the Telephone Company.

### **EXTENSION STATIONS**

# A. Extension Mileage

- 1. Mileage Charges apply to the additional circuit required where Extension Stations, or signals, are located on premises beyond 150 feet from the main station.
- 2. The rates for Extension mileage are \$1.80 per quarter mile per month.

### B. Extensions – (Other than inside wiring)

- 1. The monthly rates for extensions in the Tariff for each exchange include circuits not exceeding (150) feet in length connecting main and extension stations when both stations are located in the same building or on the same premises.
- 2. Services are furnished in accordance with such standard wiring plans as may be adopted by the Company.
- 3. Extension stations are not furnished with Public Telephone Pay-Stations, or Service Stations.
- 4. Separate telephone numbers or other distinctive designations are not assigned to extension stations nor is code-ringing permitted.

# **EXTENSION STATIONS** (Continued)

- B. Extensions (Other than inside wiring) (Continued)
  - 5. Extension stations must be located so as to restrict their use to the customer, his representatives or members of his immediate family, except that extension stations may be contracted for by the customer.
  - 6. Where either the main or extension station is at a business location, business rates apply to both stations. Extension stations in connection with service furnished at a discount may not be installed at locations where the same discount would not apply for a main station and exchange service.

## N11 SERVICE 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES

### A. GENERAL

- 1. In Order No. 93-1799-TP-COI, the Public Utilities Commission of Ohio ("P.U.C.O.") locally assigned the three digit 211 abbreviated dialing code to the Approved Information and Referral Service Provider for use in providing community information and referral services to the public by way of voice grade facilities. The P.U.C.O. ordered incumbent local exchange carriers in each local calling area to make the 211 abbreviated dialing code available to the Approved Information and Referral Service Provider as a tariffed, local calling area based service (the "211 Service").
- 2. The 211 Service allows a Company subscriber to access an Approved Information and Referral Service Provider call center by dialing only the 211 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of their local exchange services. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.
- 3. All 211 abbreviated dialing code calls shall be local in nature and shall not result in any expanded local calling area ("ELCA"), intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, 211 Service calls may result in local measured service charges where Company subscribers' service plans include such charges as part of home and EAS exchange calling.
- 4. The 211 Service is not available for the following classes of service:
  - a. Hotel/motel/hospital service
  - b. Inmate service
  - c. 1+ and 0+ calling
  - d. O-operator assisted calling
  - e. 101XXXXX calling

### B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER

1. The Approved Information and Referral Service Provider shall make written application for 211 Service to the Company at the local exchange level. The Approved Information and Referral Service Provider may establish 211 Service in all, part or none of the Company's local exchanges.

- B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER (Continued)
  - 2. The Approved Information and Referral Service Provider's written application to establish 211 Service in a Company local exchange shall include the following:
    - a. The local, foreign exchange or toll free telephone number into which the Company is to translate the dialed 211 abbreviated code. If the Approved Information and Referral Service Provider desires to change the telephone number into which the 211 abbreviated dialing code is translated in an exchange, then the Approved Information and Referral Service Provider shall make a new application.
    - b. A location description of the Approved Information and Referral Service Provider call center where 211 calls made from the Company local exchange will be routed.
    - c. For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 Service.
    - d. An acknowledgment of the possibility that the Commission's assignment of the 211 abbreviated dialing code may be recalled at any time.
  - 3. Local Calling for Company Subscribers
    - a. The Company, in cooperation with the Approved Information and Referral Service Provider, shall assure that all 211 Service calls are local in nature and do not generate ELCA, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
    - b. When the Approved Information and Referral Service Provider makes application for 211 Service in a Company local exchange, the Approved Information and Referral Service Provider shall supply the Company with a seven (7) or ten (10) digit telephone number that terminates within the Company local exchange or one of the local exchange's EAS exchanges. The Company's exchange facilities will translate the dialed 211 dialing code into the telephone number the Approved Information and Referral Service Provider provides once 211 Service is established in the local exchange.

- B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER (Continued)
  - 3. Local Calling for Company Subscribers (Continued)
    - c. When the Approved Information and Referral Service Provider makes application for 211 Service in a Company local exchange and an Approved Information and Referral Service Provider call center is not located within the local exchange or one of the local exchange's EAS exchanges, then the Approved Information and Referral Service Provider shall establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 211 Service calls remain local in nature.
  - 4. The Approved Information and Referral Service Provider shall develop an appropriate method for responding to 211 calls directed to it out of confusion or in error by Company subscribers.
  - 5. The Approved Information and Referral Service Provider must be prepared to receive all calls to the 211 Service during normal business hours. To this end, the Approved Information and Referral Service Provider agrees to subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public.
  - 6. The 211 Service is provided on the condition that the Approved Information and Referral Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 211 Service without interfering with or impairing any service offered by the Company. For each line subscribed to by the Approved Information and Referral Service Provider, there will be one path available.
  - 7. The Approved Information and Referral Service Provider shall comply with all present and future rules pertaining to abbreviated dialing codes adopted by the Federal Communications Commission, in rulemaking proceeding CC Docket No. 92-105, CC Docket No. 00-256, and otherwise, including any and all requirements to relinquish the 211 abbreviated dialing code in the event of a national assignment contrary to that made by the P.U.C.O.
  - 8. The Approved Information and Referral Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 211 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.

- OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE B. PROVIDER (Continued)
  - 9. If requested by the Company, the Approved Information and Referral Service Provider shall assist the Company in responding to complaints made to the Company concerning the 211 Service.
  - The Approved Information and Referral Service Provider shall not promote the 211 Service with the use of an autodialer or broadcasting of tones that dial the 211 abbreviated dialing code.
  - The Company can only make 211 Service available to end users located in Company local 11. exchanges. To establish 211 calling to end users in non-Company local exchanges, the Approved Information and Referral Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
  - 12. The Approved Information and Referral Service Provider should work separately with competitive local exchange carriers ("CLEC") operating and serving customers in the Company's local exchanges to ascertain whether 211 abbreviated dialing will be available to their end users.

#### **OBLIGATIONS OF THE COMPANY** C.

- The Company shall provision 211 Service no later than thirty (30) days after the effective date 1. of its tariff.
- 2. When a 211 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 211 Service call, the quality of the call or any features that may otherwise be provided with 211 Service.
- The Company does not undertake to answer and forward 211 Service calls but furnishes the 3. use of its facilities to enable the Approved Information and Referral Service Provider to respond to such calls at the Approved Information and Referral Service Provider established call centers.

#### D. LIABILITY

- 1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 211 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Approved Information and Referral Service Provider for the 211 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.
- 2. The Company is not liable for any losses or damages caused by the negligence of the Approved Information and Referral Service Provider.
- 3. The Company's entire liability to any person for interruption or failure of the Approved Information and Referral Service Provider is limited to the terms set forth in this and other sections of this Tariff.
- 4. The Commission's local assignment and the Approved Information and Referral Service Provider's use of the 211 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the Approved Information and Referral Service Provider for any damages the Approved Information and Referral Service Provider may incur that result from a national assignment of the 211 abbreviated dialing code.
- 5. The Company will make every effort to route 211 calls to the appropriate Approved Information and Referral Service Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

## E. OTHER TERMS AND CONDITIONS

1. The 211 Service will not provide calling number information in real time to the Approved Information and Referral Service Provider. If this type of information is required, the Approved Information and Referral Service Provider must subscribe to compatible Caller ID service.

# E. OTHER TERMS AND CONDITIONS (Continued)

- 2. The 211 Service is provided solely for the benefit of the Approved Information and Referral Service Provider. The provision of the 211 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Approved Information and Referral Service Provider.
- 3. A written notice will be sent to the Approved Information and Referral Service Provider following oral notification when its 211 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the Approved Information and Referral Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the Approved Information and Referral Service Provider is unwilling to accept the modifications, or if the Approved Information and Referral Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- 4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

### F. RATES AND CHARGES

- Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of both parties' local exchange service. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.
- 2. The Approved Information and Referral Service Provider shall pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the Approved Information and Referral Service Provider's designated premises.

# F. RATES AND CHARGES (Continued)

3. The Approved Information and Referral Service Provider shall pay the following nonrecurring charges upon establishment of 211 Service:

|   | Non-Recurring<br>Charges |
|---|--------------------------|
| Central Office Charge *                     | \$115.00                 |
| Number Change Charge – per telephone number | \$ 10.00                 |
| Service Order Charge                        | \$ 15.00                 |

<sup>\*</sup> The Central Office Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.

# N11 SERVICE (Continued) 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

### A. GENERAL

- 1. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code ("811 Service") is a nationwide toll-free number to be used by state "One Call" notification systems for providing advanced notice of excavation activities to underground facility operators.
- 2. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.
- 3. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company's service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
- 4. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers' service plans include such charges.
- 5. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.

# B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER

- 1. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
- 2. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
  - a. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a Number Change Charge as set forth in Section F. below.
  - b. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
  - c. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.

- B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER (Continued)
  - 3. Local Calling for Company Subscribers
    - a. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
    - b. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
  - 4. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
  - 5. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.
  - 6. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
  - 7. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
  - 8. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
  - 9. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.

- B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER (Continued)
  - 10. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
  - 11. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
  - 12. The 811 Provider must work separately with CLECs operating and serving customers in the Company's exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

# C. OBLIGATIONS OF THE COMPANY

- 1. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
- 2. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
- 3. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- 4. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Providerestablished call centers.
- 5. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

### D. LIABILITY

- 1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.
- 2. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- 3. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- 4. The Commission's local assignment and the 811 Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
- 5. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

### E. OTHER TERMS AND CONDITIONS

- 1. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described elsewhere in this Tariff.
- 2. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.

# E OTHER TERMS AND CONDITIONS (Continued)

- 3. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- 4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

#### F. RATES & CHARGES

- 1. A Central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
  - a. When a Company exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that exchange.
  - b. If the 811 Provider establishes 811 Service in multiple Company exchanges serviced by the same host central office, only one Central Office Charge applies.
- 2. A Number Change Charge applies when the 811 Provider establishes service or applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.
- 3. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Order Charges will apply.

# F. RATES & CHARGES (Continued)

### 4. Rates:

|   | Nonrecurring <u>Charge</u> |
|---|----------------------------|
| Central Office Charge *                     | \$115.00                   |
| Number Change Charge (per Telephone Number) | \$10.00                    |
| Service Order Charge                        | \$15.00                    |

<sup>\*</sup> The Central Office Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.

Issued: May 3, 2011

Effective: May 3, 2011

### GENERAL RULES AND REGULATIONS

### A. APPLICATION

The rules and regulations specified herein apply to the provisions of BLES as defined in Section 1, Sheet No. 1 herein.

In the event of a conflict between any rates, rules, regulation or provision contained in these General Rules and Regulations and any rate, rule regulation or provision contained in the other section of this BLES Tariff, the rate, rule, regulation or provision contained in the specific section of this Tariff shall prevail.

# B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

# 1. Availability of Facilities

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

### 2. Directory Errors and Omissions

The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of, or errors in, or omissions from its directories, nor for the result of the publication of such errors in the directory, nor will the Telephone Company be a party to controversies arising between subscribers or others as a result of listing published numbers in the directories.

Claims for damages on account of interruptions to service, due to errors or omission in directory listings, will be limited to a pro rata abatement of the charge for such of the subscriber's service as is affected, the maximum abatement not to exceed the service charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.

### 3. Transmitting Messages

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties, the operator, in order to accommodate the subscriber, repeats messages, she is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstanding that may arise between subscribers because of the errors.

Issued: May 3, 2011

# GENERAL RULES AND REGULATIONS (Continued)

### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

# 4. Use of Connecting Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Company's lines. In establishing connections with the lines of other Companies, the Telephone Company is not responsible for any action of the Connecting Company.

### 5. Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on subscriber's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the subscriber's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

### C. USE OF SERVICE AND FACILITIES

# 1. Ownership and Use of Equipment

Equipment and lines (other than inside wire) furnished by the Telephone Company on the premises of a subscriber are the property of the Telephone Company, whose agents and employees shall have the right to enter said premises during usual working hours for the purpose of installing, inspecting, maintaining or repairing the equipment, telephones and lines (other than inside wire), or for the purpose of making collections from coin boxes, or upon termination of the service, for the purpose of removing such equipment, telephones and lines. The Telephone Company's agent or employee will, upon request, shown his credentials or emblem of authority and state the reason for requesting access to the subscriber's premises.

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Telephone Company may refuse to install and maintain such service and, if such service is furnished, may require the subscriber to install and maintain such service and may also require the subscriber to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

# GENERAL RULES AND REGULATIONS (Continued)

### C. USE OF SERVICE AND FACILITIES (Continued)

#### 2. Use of Subscriber Service

Subscriber telephone service, as distinguished from public and semi-public telephone service, is furnished only for use by the subscriber, his family, employees or business associates, or persons residing in the subscriber's household, except as the use of the service may be extended to persons temporarily subleasing a subscriber's residential premises. The Telephone Company has the right to refuse to install subscriber service or to permit such service to remain on premises of a public or semi-public character when the instrument is so located that the public in general or patrons of the subscriber may make use of the service. At such locations, however, service may be installed, provided the instrument is so located that it is not accessible for public use.

# D. ESTABLISHMENT AND FURNISHING OF SERVICE

# 1. Application for Service

- a. Applications for service must be made on the Telephone Company's standard form of application. These applications become contracts when accepted in writing by the Telephone Company, or upon the establishment of service. Applicants for service are required to pay in advance at the time application is made, all charges accruing for the first billing period for exchange service and equipment, and the service connection charge if applicable. The terms and conditions specified in such contracts are subject to this Tariff. Any change in rates rules or regulations shall act as a modification of the contract to that extent, without further notice.
- b. Requests from subscribers for additional service, equipment, etc., may be made verbally, if the original contract provides for such additional service and equipment as may be ordered, and no advance payment will be required. A move from one location to another (Outside Move) within the same Exchange Area is not considered to terminate the contract and orders for such moves may be made verbally.

## 2. Telephone Numbers

The subscriber has no property right in the telephone number or any right to continuance of service through any particular central office, and the Telephone Company may change the telephone number or the central office designation or both, of a subscriber whenever it deems it advisable in the conduct of its business to do so.

### GENERAL RULES AND REGULATIONS (Continued)

#### D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

#### 3. Alterations

The subscriber agrees to notify the company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes.

### 4. Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in the Telephone Company's Tariff, is borne by the Telephone Company. In case of, damage to, or destruction of any of the Company's wiring or protection, not due to ordinary wear and tear, the subscriber is held responsible for the cost of replacing the property destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the subscriber. Subscribers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any apparatus or wiring, (other than inside wiring), installed by the Telephone Company, except upon the written consent by the Telephone Company.

#### 5. Unusual Installation Costs

Where special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay a reasonable proportion of such costs.

#### E. INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE

#### 1. INITIAL CONTRACT PERIODS

- a. Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location.
- b. The length of contract period for directory listings, and where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.

# GENERAL RULES AND REGULATIONS (Continued)

# E. INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE (Continued)

# 1. INITIAL CONTRACT PERIODS (Continued)

c. The Telephone Company may require a contract period longer than one month at the same location in connection with special (non-standard) arrangements, or for unusual construction necessary to meet special demand and involving extra costs.

#### 2. TERMINATION OF SERVICE

- a. Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.
  - i. In case of service for which the initial contract period is one month, the charges due for the balance of the initial month;
  - ii. Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.
- b. Service may be terminated after the expiration of the initial contract period upon payment of all charges due to the date of termination of the service.

# F. SPECIAL SERVICE AND FACILITIES

Special service and facilities, not ordinarily used in the furnishing of telephone service and not otherwise mentioned in, provided for or contemplated by the tariff schedules of the Telephone Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, not to exceed one year, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Telephone Company. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Telephone Company, the Telephone Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the subscriber; and provided further that the Commission may terminate such contract whenever, in its opinion, public interest requires such termination.

### GENERAL RULES AND REGULATIONS (Continued)

#### G. LIABILITY OF TELEPHONE COMPANY

- 1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service or facilities and not caused by subscriber-provided equipment or facilities or by the negligence of the subscriber, shall not exceed an amount equivalent to the proportionate charge for the affected service or facility for the period of such impairment.
- 2. When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

#### H. OBLIGATION OF CUSTOMER

The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.

#### I. ADVANCE PAYMENTS

- 1. Applicants for service who have no account with the Telephone Company or whose financial responsibility is not a matter of good general knowledge, may be required to make an advance payment at the time the application is signed, equal to any construction charges applicable and at least one month's estimated charges for the service provided.
- 2. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

#### J. APPLICATION OF CONSTRUCTION CHARGES

When special construction charges for individual customers is necessary, special construction charges may apply as set forth herein.

# GENERAL RULES AND REGULATIONS (Continued)

#### K. SPECIAL ASSEMBLAGES

Where special assemblages of equipment or extra equipment installations are desired or special equipment which is not provided for or established under these existing tariff schedules is required, such rates will be charged for this equipment as will produce an annual revenue to equal thirty-three and one-third percent (33 1/3%) of the total cost of said equipment, wired and installed, including labor, materials and supervision, and the minimum term will be such as will justify the installation. Special assemblages or extra equipment installations will only be made at the discretion of the telephone company.

# ENHANCED EMERGENCY TELEPHONE NUMBER SERVICE (E 9-1-1 SERVICE)

#### 1. General

When requested by local government authorities, and subject to the availability of facilities, the Ottoville Mutual Telephone Company will provide a universal number "E 9-1-1" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local government in the protection and safety of the general public. Use of the "E 9-1-1" number will provide each caller with telephone access to the appropriate local PSAP.

### 2. Regulations

The regulations set forth below apply to "Enhanced 9-1-1" service, hereinafter referred to as 9-1-1 service:

- a. Application for 9-1-1 service shall be executed in writing by each participating local government authority or their duly appointed agent. If application is made through an agent of the local government authority, the Company shall be provided with evidence, satisfactory to the Company, of the appointment and authority of service. As a minimum, both police and fire departments in each local government authority must participate in any 9-1-1 service and participation shall be in the same 9-1-1 service.
- b. The 9-1-1 service customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been legally delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire and other services with the telephone central office areas arranged for 9-1-1 service calling.

# ENHANCED EMERGENCY TELEPHONE NUMBER SERVICE (E 9-1-1 SERVICE) (Continued)

### 2. <u>Regulations</u> (Continued)

- c. Each participating local governmental authority must furnish to the Company its written agreement, duly executed, by which it shall agree to:
  - 1) Provide sufficient personnel to staff the PSAP on a 24 hour continuous basis.
  - 2) Accept responsibility for dispatching, or referring, forwarding or transferring 9-1-1 calls to other participating local government authorities for the dispatch of police, fire, ambulance or other emergency services to the extent such services are reasonably available.
  - 3) Subscribe to additional local exchange service at the PSAP location, for administrative purposes, for placing outgoing calls and for receiving other emergency calls, including calls which might be relayed by an operator.
  - 4) Make operational tests as, in the judgment of customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.
- d. The service is limited to the use of central office telephone number 9-1-1 as the emergency number. Only one 9-1-1 service will be provided with any government agency's locality.
- e. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
- f. E-9-1-1 Service is arranged only for one-way incoming service to an appropriate PSAP. Outgoing calls can be made on a transfer basis.
- g. Information contained in the Company's data base management system will be maintained for 9-1-1 service and will be used exclusively for this purpose.
- h. E 9-1-1 Service information consisting of the name, address and telephone numbers of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency 9-1-1 service calls. No liability for damages arising from disclosure of a non-published telephone number shall be attached to the Company.

# ENHANCED EMERGENCY TELEPHONE NUMBER SERVICE (E 9-1-1 SERVICE) (Continued)

#### 2. <u>Regulations</u> (Continued)

- i. Any party residing within the 9-1-1 service serving area forfeits the privacy afforded by non-published telephone numbers to the extent that the customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.
- j. Because the Company authorized service area boundary and political subdivision boundary may not coincide, the customer must make arrangements to handle all calls received on 9-1-1 service lines that originate from all telephones served by the Ottoville Mutual Telephone Company, whether or not the calling telephone is situated on property within the geographical boundary of customer's public safety jurisdiction.
- k. The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to a 9-1-1 service PSAP by calling parties.
- 1. The number of lines to the "lead" LEC shall be as required by Putnam County E 9-1-1 Emergency Telephone Number System Plan.
- m. The calling party is not charged for calls placed to the E 9-1-1 number, however regular message toll charges will be applied to the PSAP line, where appropriate, for messages transferred by a PSAP over exchange facilities from the central office serving the PSAP initiating the transfer to the point of termination of the transfer, if located outside the local calling area of the exchange.
- n. The Company does not undertake to answer and forward E 9-1-1 service calls, but furnishes the use of its facilities to enable the customer's personnel to accept such calls on the customer's designated premises.

Effective: May 3, 2011

# ENHANCED EMERGENCY TELEPHONE NUMBER SERVICE (E 9-1-1 SERVICE) (Continued)

#### 3. <u>E 9-1-1 Service Features</u>

<u>Automatic Number Identification (ANI)</u>: A feature by which the calling party's telephone number is forwarded to the E 9-1-1 control office and to the PSAP's display and transfer units.

#### 4. Rates and Charges

E 9-1-1 service is provided to residents who subscribe to local exchange telephone service. The rate for this service will be as indicated for the appropriate County on the County Rate List located herein.

#### **COUNTY RATE LIST**

|                  | E 9-1-1<br>Subscriber<br><u>Charge</u> | Effective <u>Date</u> | Effective Case No. |
|------------------|--|-----------------------|--------------------|
| County<br>Putnam | .42                                    | March 12, 1998        | 97-419-TP-EMG      |
| Paulding         | .42                                    | March 12, 1998        | 97-419-TP-EMG      |
| Van Wert         | .42 *                                  | March 12, 1998        | 97-419-TP-EMG      |

<sup>\*</sup> NOTE: Van Wert County residents will have an additional \$.50 county surcharge added to the above 9-1-1 rate pursuant to Section #4931.52 of the revised code.

Issued: May 3, 2011

#### LIFELINE/LINK-UP REQUIREMENTS

#### A. GENERAL

- 1. Lifeline shall be a flat-rate, monthly, primary access line service with touch-tone service and shall provide all of the following:
  - a. A recurring discount to the monthly basic local exchange service rate that provides for the maximum contribution of federally available assistance;
  - b. Not more than once per customer at a single address in a twelve-month period, a waiver of all nonrecurring service order charges for establishing service;
  - c. Free blocking of toll service, 900 service and 976 service; and
  - d. A waiver of the federal universal service fund end user charge; a waiver of the telephone company's service deposit requirement.
- 2. Any other services and bundles or packages of service may be offered to lifeline customers at the prevailing prices, less the lifeline discount.

#### B. REGULATIONS

- Lifeline Assistance is available to residential customers who are currently participating in one
  of the following federal or state low-income assistance programs that limit assistance based
  on household income:
  - a. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid) or any state program that might supplant Medicaid;
  - b. Supplemental Nutritional Assistance Program (SNAP/Food Stamps);
  - c. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - d. Supplemental Security Insurance blind and disabled (SSD)
  - e. Federal public housing assistance, or Section 8;
  - f. Home Energy Assistance Programs (HEAP, LIHEAP, E-HEAP);
  - g. National School Lunch Program's Free Lunch Program (NSL);
  - h. Temporary Assistance for Needy Families (TANF/Ohio Works); or
  - i. General Assistance (including disability assistance (DA))

# LIFELINE/LINK-UP REQUIREMENTS (Continued)

#### B. REGULATIONS (Continued)

- 2. Lifeline Assistance is available to residential customers whose total household income is at or below one-hundred fifty percent (150%) of the federal poverty level.
- 3. The Telephone Company shall require, as proof of eligibility for Lifeline Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section B.1 above; identify the specific program or programs from which the customer receives benefits and agree to notify the carrier if the customer ceases to participate in such program or programs. If a customer is applying for Lifeline based on income, see Section B.5.a-g for examples of income documentation.
- 4. The Telephone Company must verify Lifeline service eligibility for customers who qualify through household income-based requirements consistent with the FCC requirements in 47 C.F.R. 54.
- 5. Consistent with federal law, examples of acceptable income documentation includes the following:
  - a. State or federal income tax return;
  - b. Current income statement or W-2 from an employer;
  - c. Three consecutive months of current pay stubs;
  - d. Social security statement of benefits;
  - e. Retirement/Pension statement of benefits;
  - f. Unemployment/Workmen's Compensation statement of benefits;
  - g. Any other legal document that would show current income (such as a divorce decree or child support document).
- 6. Customers qualifying for Lifeline with past due bills for regulated local service charges shall be offered special payment arrangements with the initial payment not to exceed \$25.00 before service is installed, with the balance for regulated local charges to be paid over six equal monthly payments. Lifeline service customers with past due bills for toll service charges shall have toll restricted service until such past due toll service charges have been paid or until the customer establishes service with a subsequent toll provider.
- 7. All other aspects of the state-specific lifeline service shall be consistent with the federal requirements. The rates, terms, and conditions for lifeline service shall be tariffed in accordance with Rule 4901:1-6-11.

# <u>LIFELINE/LINK-UP REQUIREMENTS</u> (Continued)

#### B. REGULATIONS (Continued)

- 8. The Telephone Company shall provide written notification to the customer applying for Lifeline service that is determined ineligible for Lifeline service and shall provide an additional 30 days to prove eligibility.
- 9. The Telephone Company shall provide written customer notification if a customer's Lifeline service benefits are to be terminated due to failure to submit acceptable documentation for continued eligibility for that assistance. The lifeline customer shall have an additional sixty (60) days to submit acceptable documentation of continued eligibility or dispute the findings regarding termination of benefits.
- 10. The Telephone Company shall establish procedures to verify an individual's continuing Lifeline eligibility for both program and income based criteria consistent with the FCC's requirements in 47 C.F.R. 54.409-54.410.

#### C. ENROLLMENT PROCESS

#### 1. Existing Customers

- a. Customers with dial tone wanting to establish lifeline service should complete and submit a Company lifeline application, and provide documentation if applicable, within 15 business days of requesting the discount.
- b. The Company will review the customer's lifeline application to determine customer's eligibility within 15 days.
- c. If the customer is eligible for the lifeline discount, the Company will credit the customer's bill retroactive to the date of customer's request for lifeline service.
- d. If the customer does not return the application with the appropriate documentation, if required, within 15 business days, the customer will need to reapply for lifeline discounts. Should the Company determine that a customer does not qualify for lifeline assistance or if the customer submits incomplete documentation, the Company will provide written notification to the customer and give the customer an additional 30 days to prove eligibility. If after that additional 30 days the customer has failed to prove eligibility or provide the necessary documentation, the customer must re-apply for the lifeline discounts.

#### 2. New Customers

- a. Customers applying for new service and requesting to establish lifeline service should complete and submit a Company lifeline application, and provide documentation if applicable, within 15 business days of requesting the discount. The Company will process the lifeline application without delaying the installation of new service.
- b. The Company will review the customer's lifeline application to determine the customer's eligibility within 15 days.

# LIFELINE/LINK-UP REQUIREMENTS (Continued)

#### C. ENROLLMENT PROCESS (Continued)

- New Customers (Continued)
  - c. If the customer is eligible for the lifeline discount, the Company will credit the customer's bill for installation charges and the monthly discount retroactive to the date the customer's service is established.
  - d. If the customer does not return the application with the appropriate documentation, if required, within 15 business days, the customer will need to reapply for lifeline discounts. Should the Company determine that a customer does not qualify for lifeline assistance or if the customer submits incomplete documentation, the Company will provide written notification to the customer and give the customer an additional 30 days to prove eligibility. If after that additional 30 days the customer has failed to prove eligibility or provide the necessary documentation, the customer must re-apply for the lifeline discounts.

#### D. INCOME ELIGIBILITY

- 1. The Telephone Company must verify through acceptable documentation that a customer qualifies for Lifeline Assistance. Such verification must be performed within 60 days of a customer's service establishment. Examples of income documentation are identified in Section B.5.a-g.
- 2. Regardless of when the Company completes the verification process Lifeline benefits shall go back to the date the qualified customer established lifeline.
- 3. The Telephone Company shall provide written notification to customers that do not qualify for Lifeline Assistance. The notice shall give the customer an additional 30-day opportunity to prove eligibility or dispute the company's determination. Such notice shall be given at least 30 days prior to the date the company intends to terminate the lifeline benefits.
- 4. Written notification must include: 1) the earliest date termination of lifeline benefits will occur if the customer has been receiving the benefits or the last date the customer has to provide documentation to prove eligibility to receive the benefits; 2) the reason(s) for termination of lifeline benefits and any actions which the customer must take to demonstrate continued eligibility; 3) contact information for the Telephone Company; and 4) a statement explaining who customers may contact in the event of a dispute.

# LIFELINE/LINK-UP REQUIREMENTS (Continued)

#### D. INCOME ELIGIBILITY (Continued)

5. If a customer disagrees with a company's findings regarding eligibility for Lifeline Assistance, the customer may file an informal/formal complaint with the Public Utilities Commission of Ohio.

#### E. VERIFICATION FOR CONTINUED ELIGIBILITY

- 1. The Telephone Company must notify customers at least 60 days prior to the company's pending termination of the customer's Lifeline Assistance if the customer fails to submit acceptable documentation for continued eligibility for benefits. Such notice will be separate from the bill and will include: 1) the earliest date termination of lifeline benefits would occur; 2) the reason(s) for termination of lifeline benefits and any actions which the customer must take to demonstrate continued eligibility; 3) contact information for the telephone company and 4) a statement explaining who the customer should contact in the event of a dispute.
- 2. Should a customer fail to submit proper documentation within the 60 day period, the Telephone Company will terminate the customer's lifeline benefits and require the customer to re-apply.

#### INTRALATA PRESUBSCRIPTION

#### 1. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

# 2. IntraLATA Presubscription Options

Option A. Subscriber may select the Telephone Company's intraLATA carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company's intraLATA carrier or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA calls to the carrier of choice of each call.

#### 3. Rules and Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Until an affirmative choice is made, all subscribers will be assigned to the Telephone Company's intraLATA carrier.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

#### INTRALATA PRESUBSCRIPTION (Continued)

# 4. IntraLATA Presubscription Customer Notices

The Telephone Company will notify subscribers that intraLATA Presubscription is available no longer than sixty (60) days following the effective date of this tariff. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

# 5. IntraLATA presubscription Charges

#### a. Application of Charges

There will be no charges for a subscriber's initial intraLATA toll presubscription selection for a period beginning on the effective date of this tariff and ending no sooner than ninety (90) days following the mailing date of subscriber notification of intraLATA presubscription availability.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Telephone Company for local exchange service. If the new subscriber is unable to make a selection, at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new subscriber is still unable to make a selection, at that time, the Telephone Company will inform the new subscriber that he/she will be given ninety (90) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new subscriber will also be informed that the Telephone Company will assess a charge for any selections made after the ninety (90) day window and that until a selection is made the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Telephone Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply as follows:

# INTRALATA PRESUBSCRIPTION (Continued)

- Application of Charges (Continued) a.
  - The charge shall be no greater than those set forth in Paragraph 5.b., unless (1) modified by a company-specific Commission-approved tariff.
  - If a Subscriber changes both the InterLATA and IntraLATA Presubscribed (2) Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.
- Nonrecurring Charges IntraLATA Presubscription Change Charge b.

Per business or residence line, trunk, or port:

\$5.50 **Manual Process Electronic Process** 

\$1.25

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES

The rates, charges and conditions for the provision of Intrastate Carrier Access Service are as specified in the National Exchange Carrier Association, Inc. ("NECA") Tariff F.C.C. No. 5, Tariff F.C.C. No. 3, and Tariff F.C.C. No. 4, as filed with the Federal Communications Commission, as each now exists and as each may be revised, added to, or supplemented. The effectiveness of Section No. 4, End User Access Service, of the NECA Tariff, as applied to intrastate customers, has been suspended by the Public Utilities Commission of Ohio ("PUCO"). The rates, terms, and conditions for Intrastate Carrier Common Line Access Service are set forth herein.

The Telephone Company mirrors NECA Tariff F.C.C. No. 5 (hereinafter, the "NECA Tariff") for the provision of Intrastate Carrier Access Service with the following exceptions:

Section 4

End User Access Service

Suspended by the PUCO

Section 6

Switched Access Service

Switched access rates applied to the intrastate jurisdiction shall

remain at the levels existing on December 31, 1997.

The Telephone Company mirrors NECA Tariff F.C.C. No. 3 (Special Construction) and Tariff F.C.C. No. 4 (Wire Center Information) in their entirety for the provision of Intrastate Carrier Access Service.

This information, before the current text revisions, previously appeared on Sheet 5 of Section 4 (Concurrences) of Company's tariff.

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# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

# Intrastate Carrier Common Line Access Service Reference Tariff

The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to interexchange service providers ("IXCs") in conjunction with Switched Access Service provided in Section 6. of the NECA Tariff or the appropriate Switched Access Service section of other Access Service tariffs in which the Telephone Company participates.

### 1. General Description

Carrier Common Line Access provides for the use of end users' Telephone Company-provided common lines by IXCs for access to such end users to furnish intrastate communications.

Premium Access is (1) Switched Access Service provided to customers under this tariff which furnish intrastate MTS/WATS, and (2) Switched Access Service in an end office converted to equal access.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

#### 2. Limitations

#### 2.1 Exclusions

Neither a telephone number nor detail billing is provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

#### 2.2 Access Groups

All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

#### 2.3 WATS Access Lines

Where Switched Access Services are connected with Special Access Services at Telephone Company Designated WATS Serving Offices for the provision of WATS or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and WATS-type services and terminating minutes for inward WATS and WATS-type services) shall not be assessed Carrier Common Line Access per minute charges.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

#### 3. <u>Undertaking of the Telephone Company</u>

Where the IXC is provided Switched Access Service for intrastate communications under other sections of this or other Access Service tariffs, the Telephone Company will provide the use of Telephone Company common lines by an IXC for access to end users at rates and charges as set forth in the Telephone Company's Intrastate Access Service Tariff.

### 4. Obligations of the IXC

#### 4.1 Switched Access Service Requirement

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the IXC under applicable sections of the NECA Tariff.

#### 4.2 Supervision

The IXC facilities at the premises of the ordering IXC shall provide the necessary on-hook and off-hook supervision.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

<u>Intrastate Carrier Common Line Access Service Reference Tariff</u> (Continued)

5. <u>Determination of Usage Subject to Carrier Common Line Access Charges</u>

Except as set forth herein, all Switched Access Service provided to the IXC will be subject to Carrier Common Line Access charges.

5.1 Cases Involving Usage Recording By the IXC

Where Feature Group C end office switching is provided without Telephone Company recording and the IXC records minutes of use used to determine Carrier Common Line Access charges (i.e., Feature Group C operator and calls such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls), the IXC shall furnish such minutes of use detail to the Telephone Company in a timely manner. If the IXC does not furnish the data, the IXC shall identify all Switched Access Services that could carry such calls in order for the Telephone Company to accumulate the minutes of use through the use of special Telephone Company measuring and recording equipment.

5.2 Local Exchange Access and Enhanced Services Exemption

When access to the local exchange is required to provide an IXC service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold Special Access service, Switched Access Service Rates and Regulations, as set forth in Section 6. of the NECA Tariff, will apply, except when such access to the local exchange is required for the provision of an enhanced service.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

#### 6. Resold Services

# 6.1 Scope

Where the IXC is reselling MTS and/or MTS-type service(s) on which the Carrier Common Line and Switched Access charges have been assessed, the IXC may, at the option of the IXC, obtain Feature Group A, Feature Group B or Feature Group D Switched Access Service under Section 6. of the NECA Tariff for originating and/or terminating access in the local exchange. Such access group arrangements whether single lines or trunks or multiline hunt groups or trunk groups will have Carrier Common Line Access charges applied as set forth in the Telephone Company's Intrastate Access Service Tariff in accordance with the resale rate regulations set forth in 6.4 following. For purposes of administering this provision:

Resold intrastate terminating MTS and MTS-type service(s) shall include collect calls, third number calls and credit card calls where the reseller pays the underlying carrier's service charges.

Resold intrastate originating MTS and MTS-type service(s) shall not include collect, third number, or credit card calls.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

### 6. Resold Services (Cont'd)

# 6.2 IXC Obligations Concerning the Resale of MTS and MTS-type Services

When the IXC is reselling MTS and/or MTS-type service as set forth in 6.1 preceding, the IXC will be charged Carrier Common Line Access charges in accordance with the resale rate regulations as set forth in 6.4 following if the IXC furnishes documentation of the MTS usage and/or the MTS-type usage. Such documentation supplied by the IXC shall be supplied each month and shall identify the involved resold MTS and/or MTS-type services.

The monthly period used to determine the minutes of use for resold MTS and/or MTS-type service(s) shall be the most recent monthly period for which the IXC has received a bill for such resold service(s). This information shall be delivered to the Telephone Company, at a location specified by the Telephone Company, no later than 15 days after the bill date shown on the resold MTS and/or MTS-type service bill. If the required information is not received by the Telephone Company, the previously reported information, as described preceding, will be used for the next two months. For any subsequent month, no allocation or credit will be made until the required documentation is delivered to the Telephone Company by the IXC.

### 6.3 Resale Documentation Provided By the IXC

When the IXC utilizes Switched Access Service as set forth in 6.2 preceding, the Telephone Company may request a certified copy of the IXC's resold MTS or MTS-type usage billing. Requests for billing will relate back no more than 12 months prior to the current billing period.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

# 6. Resold Services (Cont'd)

# 6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services

When the IXC is provided an access group to be used in conjunction with the resale of MTS and/or MTS-type services as set forth in 6.1 preceding, subject to the limitations as set forth in 6.2 preceding, and the billing entity receives the usage information required as set forth in 6.2 preceding, to calculate the adjustment of Carrier Common Line Access charges, the IXC will be billed as set forth in (C) below.

### (A) Apportionment and Adjustment of Resold Minutes of Use

When the IXC is provided with more than one access group in a LATA in association with the resale of MTS and/or MTS-type services, the resold minutes of use will be apportioned as follows:

### (1) Originating Services

The Telephone Company will apportion the resold originating MTS and/or MTS-type services and originating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the originating usage for each access group to the total originating usage for all access groups in the LATA. For purposes of administering this provision:

Resold originating MTS and/or MTS-type services minutes shall be only those attributable to intrastate originating MTS and/or MTS-type minutes and shall not include collect, third number, or credit card calls.

The resale credit adjustment shall apply for resold originating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

- 6. Resold Services (Cont'd)
  - 6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)
    - (A) Apportionment and Adjustment of Resold Minutes of Use (Cont'd)
      - (2) <u>Terminating Services</u>

The Telephone Company will apportion the resold terminating MTS and/or MTS-type services and terminating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the terminating usage for each access group to the total terminating usage for all access groups in the LATA. For purposes of administering this provision:

Resold terminating MTS and/or MTS-type services minutes shall be only those attributable to intrastate terminating MTS/MTS-type (i.e., collect calls, third number calls, and credit card calls).

The resale credit adjustment shall apply for resold terminating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

# (B) Direct and Indirect Connections

Each of the access group arrangements used by the IXC in association with the resold MTS and/or MTS-type services must be connected either directly or indirectly to the IXC designated premises at which the resold MTS and/or MTS-type services are terminated. Direct connections are those arrangements where the access groups and resold MTS and/or MTS-type services are terminated at the same IXC designated premises.

Indirect originating connections are those arrangements where the access groups and the resold originating MTS and/or MTS-type services are physically located at different IXC designated premises in the same exchange. Such different IXC designated premises are connected by facilities that permit a call to flow from access groups to resold MTS and/or MTS-type services.

Indirect terminating connections are those arrangements where the access groups and resold terminating MTS and/or MTS-type services are physically located at different IXC designated premises in the same exchange. Such different IXC designated premises are connected by facilities that permit a call to flow from resold terminating MTS and/or MTS-type services to access groups.

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# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

#### 6. Resold Services (Cont'd)

# 6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

#### (C) Rates

The Premium Access Charge per minute as set forth in the Telephone Company's Intrastate Access Service Tariff will apply. The minutes billed Carrier Common Line Access Service charges will be the adjusted originating intrastate access minutes and the adjusted terminating intrastate access minutes.

The adjusted originating access minutes will be the originating intrastate access minutes less the reported resold originating MTS and/or MTS-type service minutes of use as set forth in (A)(1) preceding; but not less than zero. The adjusted terminating access minutes will be the terminating intrastate access minutes less the reported resold terminating MTS and/or MTS-type service minutes of use as set forth in (A)(2) preceding; but not less than zero.

# (D) When the Adjustment Will Be Applied to IXC Bills

The adjustment as set forth in (C) preceding will be made to the involved IXC account no later than either the next bill date, or the one subsequent to that, depending on when the usage report is obtained.

# (E) Conversion of Billed Usage to Minutes

When the MTS and/or MTS-type usage is shown in hours, the number of hours shall be multiplied by 60 to develop the associated MTS and/or MTS-type minutes of use. If the MTS and/or MTS-type usage is shown in a unit that does not show hours or minutes, the IXC shall provide a factor to convert the shown units to minutes.

#### (F) Percent Intrastate Use (PIU)

The adjustment as set forth in (C) preceding will be made to the involved IXC account after making the adjustments to the customer account as set forth in 7.4 following (PIU).

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

#### 7. Rate Regulations

### 7.1 <u>Billing of Charges</u>

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff and the Telephone Company's Intrastate Access Service Tariff.

# 7.2 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment except as set forth in 7.3 following (Unmeasured FGA and B Usage) and Feature Group C operator and automated operator services systems call detail such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls recorded by the customer. The Telephone Company measuring and recording equipment, except as set forth in 7.3 following (Unmeasured FGA and B Usage), will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by line group or by end office, whichever type of account is used by the Telephone Company, for each IXC and then rounded to the nearest minute.

#### 7.3 Unmeasured Feature Group A and B Usage

When Carrier Common Line Access is provided in association with Feature Group A or Feature Group B Switched Access Service in Telephone Company offices that are not equipped for measurement capabilities, assumed average intrastate access minutes will be used to determine Carrier Common Line Access charges. These assumed access minutes are as set forth in the exchange carriers' access tariffs.

#### 7.4 Percent Intrastate Use (PIU)

When the IXC reports interstate and intrastate use of in-service Switched Access Service, Carrier Common Line charges will be billed to intrastate Switched Access Service access minutes based on the data reported by the IXC as set forth in Section 2.3.11 of the NECA Tariff (Jurisdictional Report and Certification Requirements), except where the Telephone Company is billing according to actuals by jurisdiction. Intrastate Switched Access Service access minutes will, when necessary, be used to determine Carrier Common Line Charges as set forth in 7.5 following.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

### 7. Rate Regulations (Cont'd)

#### 7.5 Determination of Premium Charges

After the adjustments as set forth in 7.4 preceding have been applied, when necessary, to Switched Access Service access minutes, charges for the involved IXC account will be determined as follows:

- (A) Access minutes for all premium rated Switched Access Service subject to Carrier Common Line charges will be multiplied by the Premium Access per minute rate as set forth in the Telephone Company's Intrastate Access Service Tariff.
- (B) Access minutes for all FGB Access Services with an Abbreviated Dialing Arrangement (ADA) subject to Carrier Common Line Charges will be multiplied by the Premium Access per minute rate as set forth in the Telephone Company's Intrastate Access Service Tariff.
- (C) Carrier Common Line charges shall not be reduced as set forth in 6.1 preceding unless Switched Access Charges, as set forth in Section 6. of the NECA Tariff, are applied to the IXC's Switched Access Services.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

- 7. Rate Regulations (Cont'd)
  - 7.5 <u>Determination of Premium Charges</u> (Cont'd)
    - (D) Terminating Premium Access per minute charge(s) apply to:
      - all terminating access minutes of use;
        - -- less those terminating access minutes of use associated with Wireless Switching Centers (WSCs);
      - all originating access minutes of use associated with FGA Access Services where the off-hook supervisory signaling is forwarded by the IXC's equipment when the called party answers;
      - all originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers, less those originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers for which the IXC furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges.

When the IXC makes this report available to the Telephone Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in (E) following. If a billing dispute arises concerning the IXC provided report, the Telephone Company will request the IXC to provide the data the IXC used to develop the report. The Telephone Company will not request such data more than once a year. The IXC shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Telephone Company until after billing, it shall be used by the Telephone Company to calculate and post a credit to the IXC's account. The credit shall be posted to the IXC's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

- 7. Rate Regulations (Cont'd)
  - 7.5 Determination of Premium Charges (Cont'd)
    - (E) The originating Premium Access per minute charge(s) apply to:
      - all originating access minutes of use;
        - -- less those originating access minutes of use associated with FGA Access Services where the off-hook supervisory signaling is forwarded by the IXC's equipment when the called party answers;
        - -- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers;
        - -- less those originating access minutes of use associated with Wireless Switching Centers (WSCs);
        - plus all originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers for which the IXC furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (D) preceding.

# INTRASTATE ACCESS SERVICE TARIFF REGULATIONS, RATES AND CHARGES (Continued)

Intrastate Carrier Common Line Access Service Reference Tariff (Continued)

8. <u>Rates</u> \*

Intrastate carrier common line access service charges shall be as follows:

Premium Access, per minute

Terminating

\$.0428

Originating

\$.0150

\* Rates previously appeared on page 14 of this intrastate access service Tariff.

Issued: May 3, 2011

Effective: May 3, 2011

# EXHIBIT C (Narrative Summarizing Changes)

The Applicant hereby establishes a Basic Local Exchange Service (BLES) Tariff and detariffs certain services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD. The Applicant intends only to remove from its tariff rates, terms and conditions of services required to be detariffed as a result of the adoption by the Commission of rules to implement Substitute Senate Bill 162.

The new BLES Tariff replaces and supersedes the Applicant's Telephone Service Tariff No. 3 in its entirety. Because the Applicant's Intrastate Access Service Tariff had been included in its previous Tariff No. 3 as Section 11, and because the Applicant is not revising its Intrastate Access Service Tariff in any way, that Access Tariff is hereby included as Section 7 of the new BLES Tariff.

# EXHIBIT D (Customer Notices)

The customer notices accompanying the affidavit attached hereto as Exhibit E were mailed to customers on April 15, 2011. In addition, on April 1, 2011 the notices were forwarded to the Commission-provided electronic mailbox (Telecomm-Rule07@puc.state.oh.us) in accordance with the Entry issued January 19, 2011 in Case No. 10-1010-TP-ORD.

EXHIBIT E (Affidavit)

# **CUSTOMER NOTICE AFFIDAVIT**

| STATE OF OHIO:    |  |
|-------------------|--|
| SS:               |  |
| COUNTY OF PUTNAM: |  |

# **AFFIDAVIT**

I, Donald Hoersten, am an authorized agent of the applicant corporation, The Ottoville Mutual Telephone Company, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through bill insert on April 15, 2011, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 3, 2011, Ottoville, Ohio (Date) (Location)

669608.1



245 W Third Street PO Box 427 Ottoville, OH 45876 419-453-3324

An Equal Opportunity Employer Handicap Accessible



# **APRIL** -2011

Dustin Wehri Alyssa Turnwald

26686A Road P, Ft. Jennings, OH 264 Auglaize St, Box 461, Ottoville, OH

419-453-3469 419-453-3402

\*\*\*\*\*\*

# RESIDENTIAL CUSTOMER NOTICE

April 15, 2011

Dear Customer,

Beginning on May 3, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by The Ottoville Mutual Telephone Company will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. The Ottoville Mutual Telephone Company must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you can request a copy of the Company's future service offerings by contacting:

The Ottoville Mutual Telephone Company 245 W. Third Street P.O. Box 427 Ottoville, Ohio 45876-0427 (419) 453-3324

\*\*\*\*\*

Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the Company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call The Ottoville Mutual Telephone Company at (419) 453-3324 or visit us at <a href="https://www.ottovillemutual.com">www.ottovillemutual.com</a>. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

The Ottoville Mutual Telephone Company



245 W Third Street . PO Box 427 Ottoville, OH 45876 419-453-3324

An Equal Opportunity Employer

11andicop Accessible



# **APRIL -2011**

Dustin Wehri Alyssa Turnwald

26686A Road P, Ft. Jennings, OH 264 Auglaize St, Box 461, Ottoville, OH

419-453-3469 419-453-3402

\*\*\*\*\*

#### NON-RESIDENTIAL CUSTOMER NOTICE

April 15, 2011

Dear Customer,

Beginning on May 3, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by The Ottoville Mutual Telephone Company will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. The Ottoville Mutual Telephone Company must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you can request a copy of the Company's future service offerings by contacting:

The Ottoville Mutual Telephone Company 245 W. Third Street P.O. Box 427 Ottoville, Ohio 45876-0427 (419) 453-3324

Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the Company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call The Ottoville Mutual Telephone Company at (419) 453-3324 or visit us at <a href="https://www.ottovillemutual.com">www.ottovillemutual.com</a>.

Sincerely,

The Ottoville Mutual Telephone Company

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

5/3/2011 10:15:15 AM

in

Case No(s). 90-5034-TP-TRF, 11-2786-TP-ATA

Summary: Application to Detariff Services - Part 2 of 2 electronically filed by Carolyn S Flahive on behalf of The Ottoville Mutual Telephone Company