## The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

## **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of The Chillicothe Telephone Company to Detariff Services and make other changes related to the	TRF Docket No. 90- <u>5012-TF</u> Case No. <u>11</u> - <u>2940</u> - <b>TP</b> NOTE: Unless you have reserved a	- ATA
Implementation of Case No. 10-1010-TP-ORD	fields BLANK.	
Name of Registrant(s) The Chillicothe Telephone Company		
DBA(s) of Registrant(s)		
Address of Registrant(s) 68 E. Main street; P.O. Box 480; Chillico	the, OH 45601-0480	
Company Web Address www.Chillicothetelephone.com		
Regulatory Contact Person(s) Karen McKee	Phone <u>740-772-8492</u>	Fax <u>740-773-2953</u>
Regulatory Contact Person's Email Address <u>karen.mckee@horiz</u>	ontel.com_	
Contact Person for Annual Report Karen McKee		Phone <u>740-772-8492</u>
Address (if different from above)		
Consumer Contact Information Amy Gumm		Phone <u>740-772-8226</u>
Address (if different from above) <u>amy.gumm@horizontel.com</u>		

## Part I - Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	X ILEC	CLEC	CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services	X		
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)			

## Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
X	Exhibit A	The existing affected tariff pages.
X Exhibit B		The proposed revised tariff pages.
X	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
X	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
X	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

## **AFFIDAVIT**

## Compliance with Commission Rules

I am an officer/agent of the applicant corporation, The Chillicothe Telephone Co. (Name), and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 5/13/11

at (Location) Chillicothe, Ohio

\*(Signature and Title) /s/ David M. Polk – VP Admin. (Date) 5/13/11

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

## **VERIFICATION**

#### I, David M. Polk

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) /s/ David M. Polk – Vice President Administrative Services

(Date) 5/13/11

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

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Make such filing electronically as directed in Case No 06-900-AU-WVR

# EXHIBIT A (Existing Affected Tariff Pages)

## EXHIBIT B (Proposed Schedule Sheets)

## MASTER TARIFF INDEX

## List of Tariffs

P.U.C.O. No. 4	Pole Attachment Tariff	(PAT)
P.U.C.O. No. 5	Access Service Tariff	(AST)
P.U.C.O. No. 15	Basic Local Exchange Service Tariff	(BLEST)

## MASTER TARIFF INDEX

	Tariff	Section	Sheet
Availability of FacilitiesBLES	Т	2	1
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Billing Name and Address service		1	2-3
Business Access Line ServiceBLES	Т	3	1
Class and Grade of ServiceBLES'	Т	3	1
Construction ChargesBLES		6	-
Denial or Disconnection of Local ServiceBLES	Т	2	4
Emergency Number Service, Enhanced (E-9-1-1) BLES	Т	8	14-19
Enrollment ProcessLifelineBLES		7	4
Establishment and Furnishing of ServiceBLES		2	3-4
Establishment of Credit/DepositsBLES		2	5
Establishment of TermsBLES		4	1
Exchange Area MapsBLES	Т	3	4-13
Extended Area Service (EAS)BLES		3	3
General RegulationsBLES	Т	2	-
Income EligibilityBLES	Т	7	5
Information and Referral Service-211BLES	T	8	1-6
Initial Contract PeriodsBLES	T	2	7
Installation, Maintenance and RepairBLES	Τ	2	4
Intralata Presubscription		1	1
Lifeline, Chillicothe TelephoneBLES		7	1-7
Local Message-Area ServiceBLES	T	2	6
Obligation and Liability of Telephone Company BLES	Т	2	
One Call Notifications 8-1-1BLES		8	8-12
Ownership and Use of EquipmentBLES	Т	2	3

## MASTER TARIFF INDEX

Tariff	Section	Sheet
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Payphone ServiceBLEST	5	1
Pole Joint UsePAT	3	1
Poles Maintenance of, Attachments and Right-of-way.PAT	3	3
Provision of Pole AttachmentPAT	2	1
Rates Carrier Common Line ServiceAST	1	2
Residence Access Line ServiceBLEST	3	1
Service Connections ChargesBLEST	4	-
Service Connections, Moves and ChangesBLEST	4	-
Service in Hazardous Locations—Obligation ofBLEST	2	2
Service Irregularities and InterruptionsBLEST	2	1
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Tariff DescriptionBLEST	1	1
Telephone NumbersBLEST	2	4
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This tariff cancels and supersedes P.U.C.O. No. 1, P.U.C.O. No. 2, and P.U.C.O. No.12 issued by The Chillicothe Telephone Company, including all supplements thereto.

THE CHILLICOTHE TELEPHONE COMPANY

Basic Local Exchange Service

Applying in all exchanges of the Company

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## TARIFF P.U.C.O. NO. 15

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Issued: May 13, 2011 Effective: May 13, 2011

Obligation and Liability of Telephone Company ......

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## 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 The Chillicothe Telephone Company (The "Company" or "Telephone Company") in accordance with Rule 4901:1-5-12, 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:

- a.) Local dial tone service;
- b.) For residential end user, flat-rate telephone exchange service;
- c.) Touch tone dialing service;
- d.) Access to and usage of 9-1-1 services, where such services are available;
- e.) Access to operator services and directory assistance;
- f.) Provision of a telephone directory in any reasonable format for no additional charge and a listing in the directory, with reasonable accommodations made for private listings;
- g.) Per call, caller identification blocking services;
- h.) Access to telecommunications relay service; and
- i.) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

#### GENERAL RULES AND REGULATIONS

#### A. General

The following general regulations are applicable in addition to other regulations contained in this Basic Local Exchange Tariff. The rules and regulations specified herein apply to the provisions of BLES as defined in Section No. 1 Sheet No. 1.

## B. Obligation and Liability of Telephone Company

## 1. Availability of Facilities

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

#### 2. Service Irregularities and Interruptions

Because the subscriber has control of his communications over the facilities furnished by the Telephone Company and of the other uses for which facilities may be furnished him by the Telephone Company, and because of the unavoidability of errors incident to the services and to the use of such facilities, the Telephone Company's obligations are subject to the terms, conditions, and limitations herein specified.

The liability of the Telephone 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, or of the Telephone Company in failing to maintain proper standards of maintenance and operation and exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the subscriber basic local exchange service during the period in which such mistake, omission, interruption, delay, or error or defect in transmission occurs.

The Company shall not be liable for any loss or damage due to errors in the transmission, forwarding, delivery, or reporting of cipher, code, data, or obscure messages.

#### GENERAL RULES AND REGULATIONS

## B. Obligation and Liability of Telephone Company (cont'd.)

#### 3. Directory Errors and Omissions

The Telephone Company except as provided herein, shall not be liable for damages claimed on account of 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 listings published in its directories.

## 4. 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 errors made by the operator or misunderstanding that may arise between subscribers because of errors.

## 5. Use of Connecting-Company Lines

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

#### 6. Service in Hazardous Locations

Except as otherwise specifically provided in this tariff, the Telephone Company will require the subscriber to install and maintain service at locations which are or may be hazardous or dangerous to its employees or property.

#### GENERAL RULES AND REGULATIONS

#### 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 customer are the property of the Telephone Company, whose agents and employees shall have the right to enter said premises during normal working hours of the Telephone Company (except when by prior arrangement another time has been agreed upon by the Telephone Company and the customer) for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines (other than inside wire), or for the purpose of removing such equipment and lines (other than inside wire). Such agents and employees of the Telephone Company entering the premises of the customer shall show his credentials or emblems of authority and state the reason or reasons for the visit. Such equipment and lines (other than inside wire) are not to be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Telephone Company, without the written consent of the Telephone Company.

#### 2. Use of Customer Service

Subscriber service, as distinguished from Payphone Service, is furnished only for use by the customer, the subscriber's family, employees, or representatives, persons residing in the subscriber's household, or guests of the subscriber, except as the use of the service may be extended to patrons of hotels and hospitals, members of clubs, or to persons temporarily subleasing customer's residential premises.

## 3. Use of Party-Line Service

Applications for party line telephone service are no longer accepted by the Telephone Company.

#### D. Establishment and Furnishing of Service

Application for service shall constitute a contract when accepted verbally or in writing by the Company or upon the establishing of service. The initial minimum contract period for exchange service is one (1) from the date the service is established unless otherwise specified herein or elsewhere in the Telephone Company Tariff.

#### GENERAL RULES AND REGULATIONS

- D. Establishment and Furnishing of Service (cont'd.)
  - 1. Telephone numbers

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

2. Denial or Disconnection of Local Service

When the customer's use of Telephone Company or customer owned equipment is causing problems with the facilities of the Telephone Company which can be eliminated by temporary denial or termination of service, such as:

- (a) Preventing proper actuation and operation of switching equipment, or
- (b) Causing damage to or interference with the proper operation of Telephone Company equipment or facilities

the Telephone Company may temporarily disconnect service.

In any of the above cases of temporary denial or termination of the customer's service without prior notice thereof, the Telephone Company shall promptly notify the customer of such denial or termination and the reason therefore and the Telephone Company shall exercise reasonable effort and cooperate with the customer to the end of remedying or eliminating the reason for the denial or termination so that service can be restored.

## 3. Installation, Maintenance, and Repairs

All ordinary expense of installation, maintenance, and repair, in connection with equipment and facilities provided by the Telephone Company, is borne by the Telephone Company unless otherwise specified in the Telephone Company's tariffs. In case of damage, loss, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Telephone Company in connection with the replacement of the property damaged, lost, or destroyed or the expense incurred in restoring it to its original condition. A customer is not permitted to install, rearrange, disconnect, remove, or repair any apparatus, or wiring (other than inside wiring) of the Telephone Company, except in the case of

## GENERAL RULES AND REGULATIONS

D. Establishment and Furnishing of Service (cont'd.)

service furnished at hazardous locations and then only upon the written consent of the Telephone Company.

4. Establishment of Credit/Deposits

Service applicants may be required to establish creditworthiness and be assessed a deposit.

#### GENERAL RULES AND REGULATIONS

## E. Payment of Bills

All charges specified in this Tariff are payable monthly in advance. Bills are rendered at monthly intervals by the Company, the date of rendition of any bill being determined by the Telephone Company according to such billing cycles as it shall from time to time adopt to modify.

## F. Local Message-Area Service

Each exchange-service customer is entitled and enabled to make and receive calls on a local-message basis (i.e., without the application of toll charges) as follows: (a) to make calls to all stations in all exchange areas of the Telephone Company; and (b) to receive calls from all customer stations in all exchange areas of the Telephone Company.

#### GENERAL RULES AND REGULATIONS

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

#### 2. TERMINATION OF SERVICE BY SUBSCRIBERS

- 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 service 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 t the date of termination of the service.

## ACCESS LINE RATES

## A. Class and Grade of Service

		Current	Maximum
1.	Business Access Line Service	Monthly Rate	Monthly Rate
	First individual access line	\$ 39.80	\$ 39.80
		Current	Maximum
2.	Residence Access Line Service	Monthly Rate	Monthly Rate
	First individual access line	\$ 19.80	\$ 19.80
	First 2 party access line	18.15	18.15
	First 4 party access line	16.80	16.80

NOTE: No new applications for service and changes shall be accepted for 2 or 4 party service.

#### TOUCH CALLING SERVICE

## A. General

Touch calling service is provided for the origination of telephone calls through the use of pushbutton rather than a rotary dial.

## B. Rates

1. The following rates apply for pushbutton telephone residential service associated with lines equipped for touch calling service and are in addition to the monthly and nonrecurring rates and charges applicable for the associated service and facilities elsewhere in this tariff provided for:

	Monthly	
	Current	Maximum
Touch Calling residential BLES line	\$ 2.20	\$ 2.20
Touch Calling business BLES line	\$ 2.20	\$ 2.20

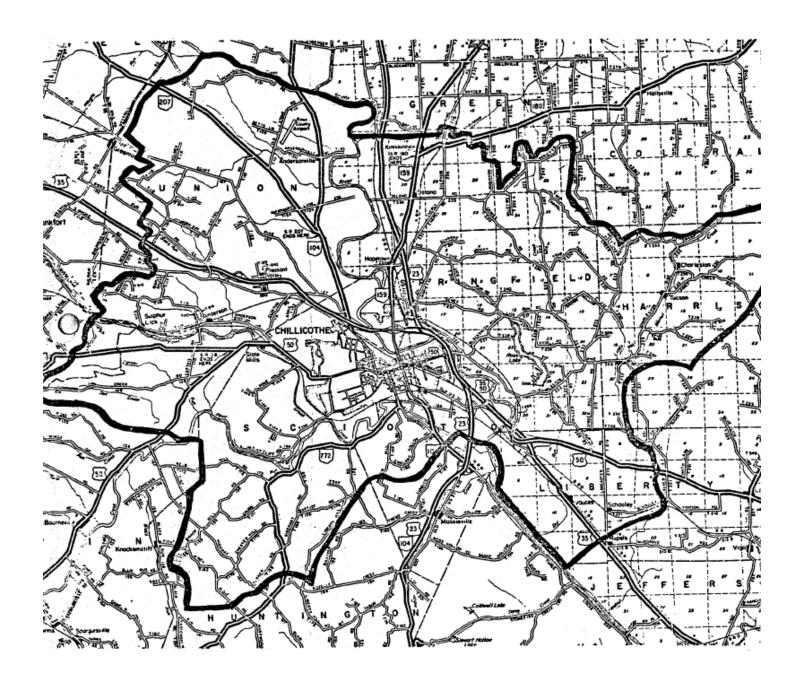
#### EXTENDED AREA SERVICE

#### A. HALLSVILLE EXCHANGE

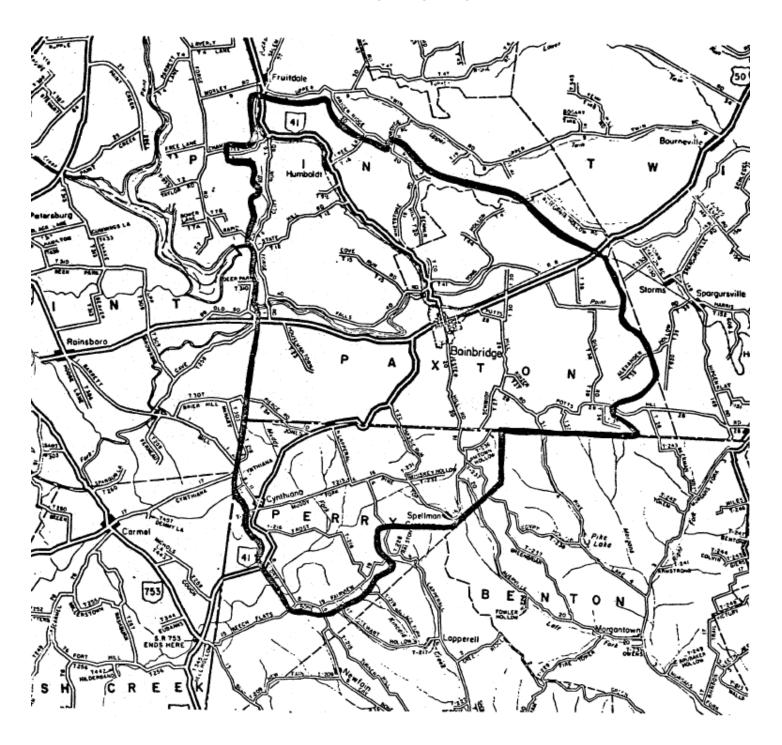
Each Hallsville Exchange-Service customer is entitled and enabled to make and receive calls on a local message basis (i.e., without the application of toll charges) as follows:

- 1. The provisions stated in Tariff P.U.C.O. No. 15.
- 2. To make calls to all stations in the Laurelville exchange of Frontier Communications.
- 3. To receive calls from all stations in the Laurelville exchange of Frontier Communications.

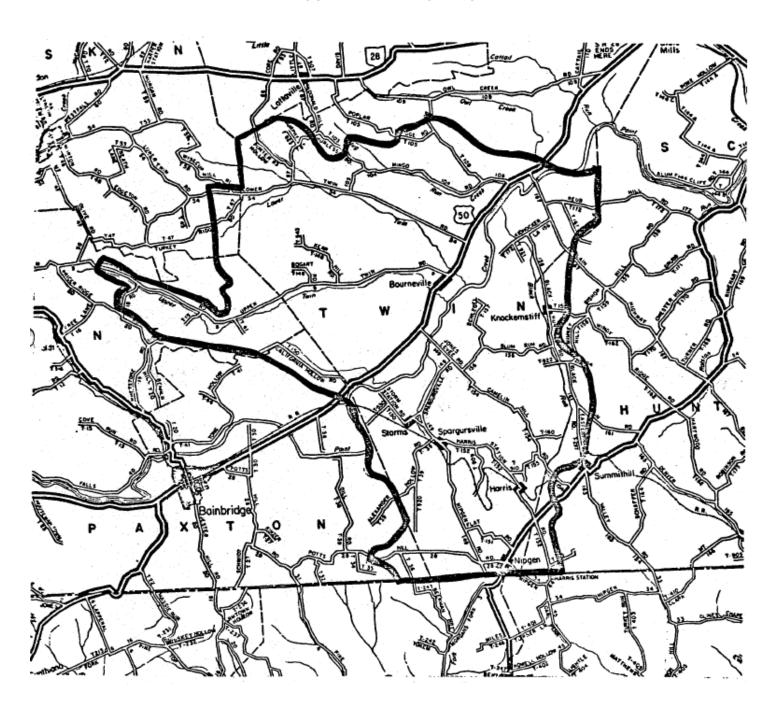
## CHILLICOTHE EXCHANGE



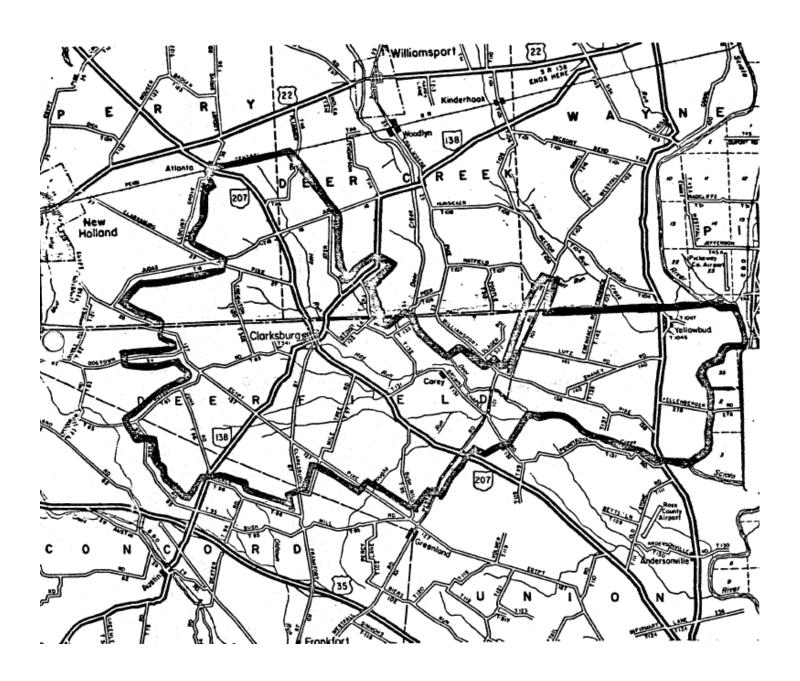
## BAINBRIDGE EXCHANGE



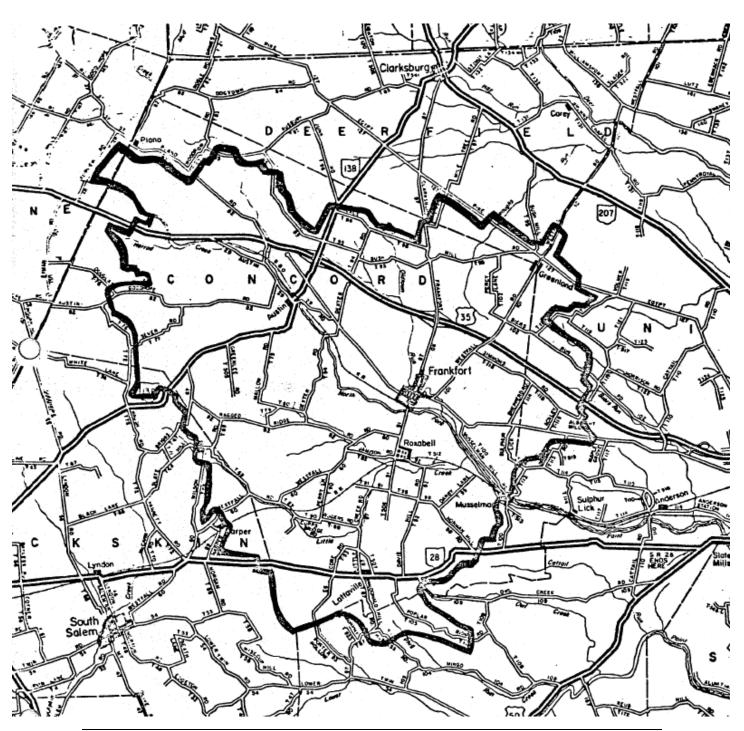
## **BOURNEVILLE EXCHANGE**



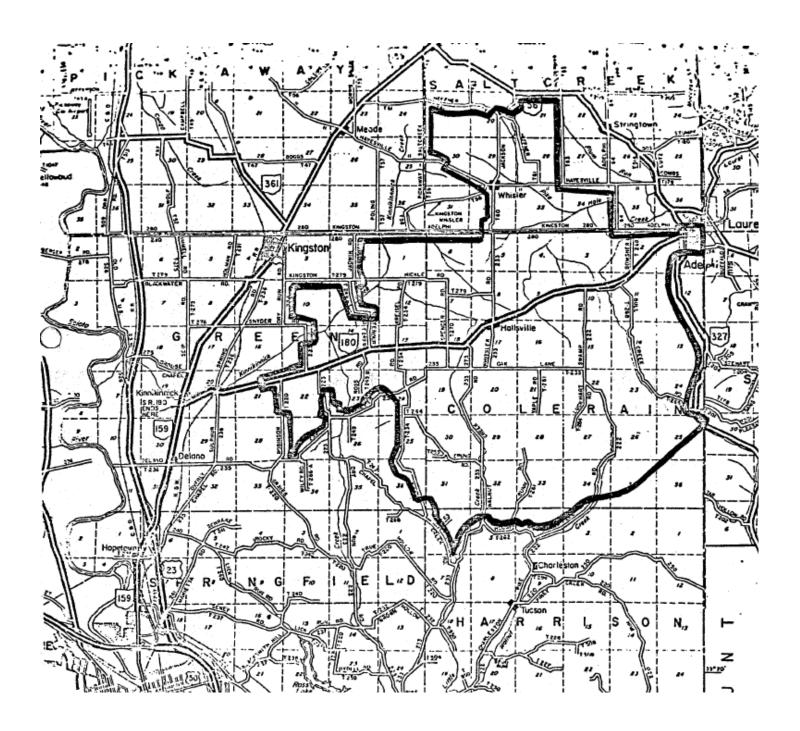
## CLARKSBURG EXCHANGE



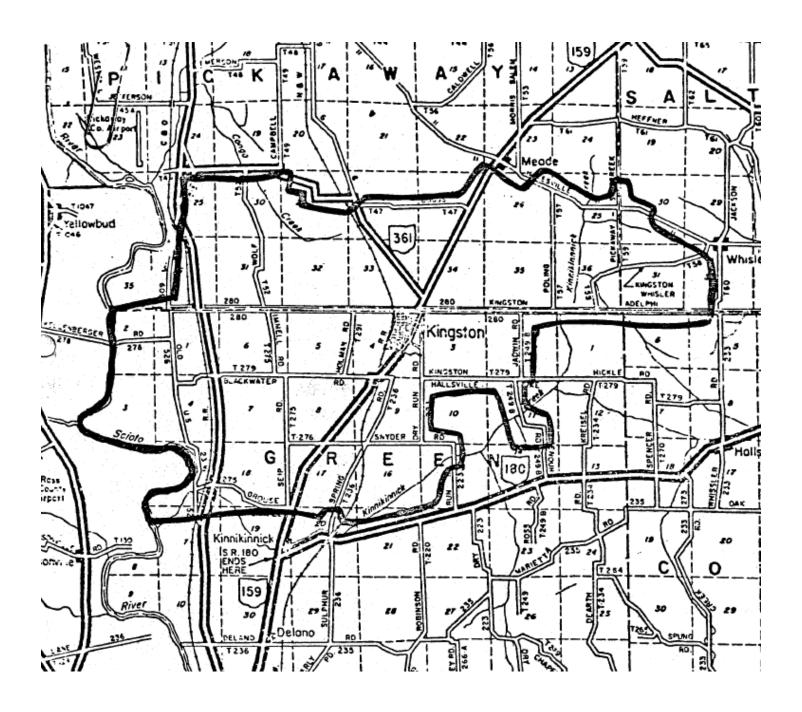
## FRANKFORT EXCHANGE



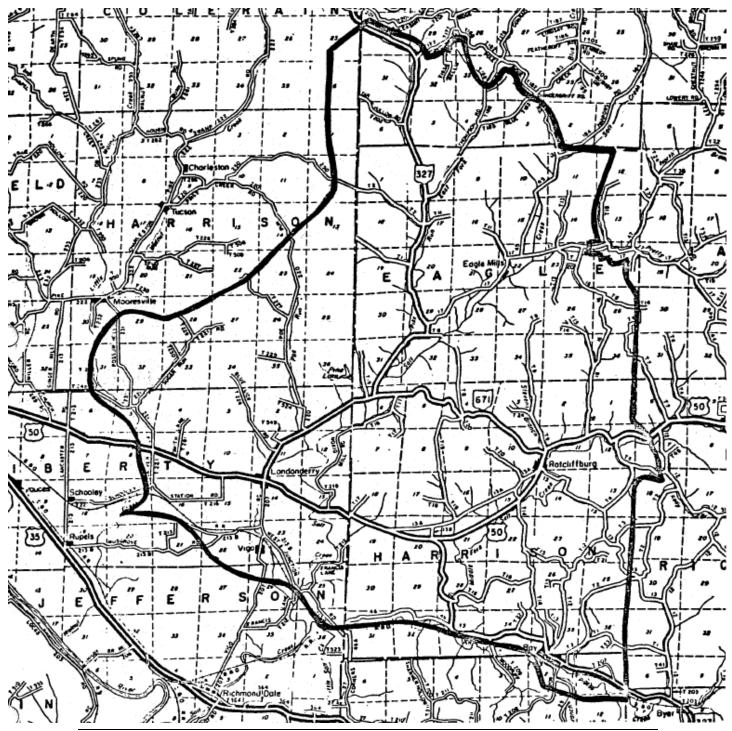
## HALLSVILLE EXCHANGE



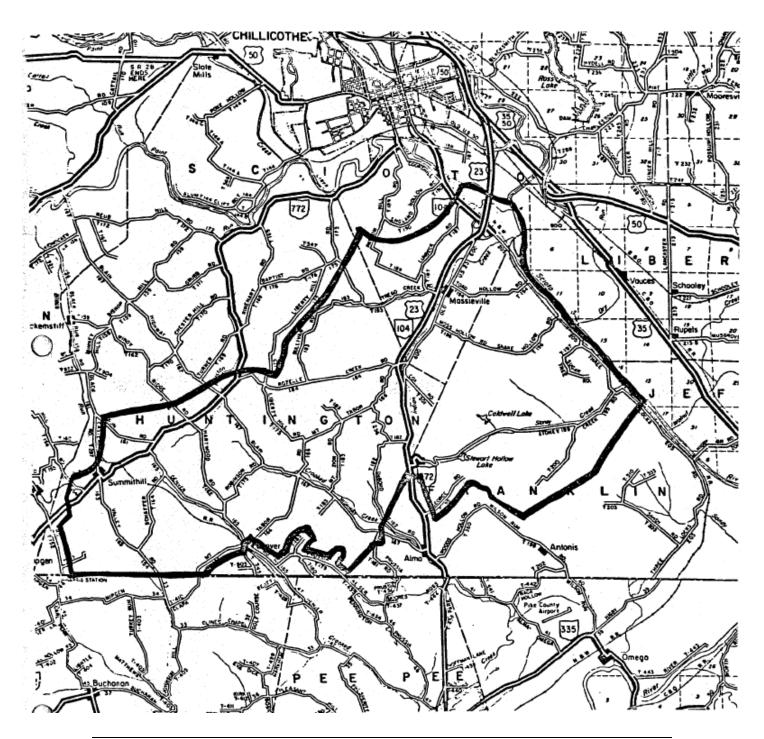
## KINGSTON EXCHANGE



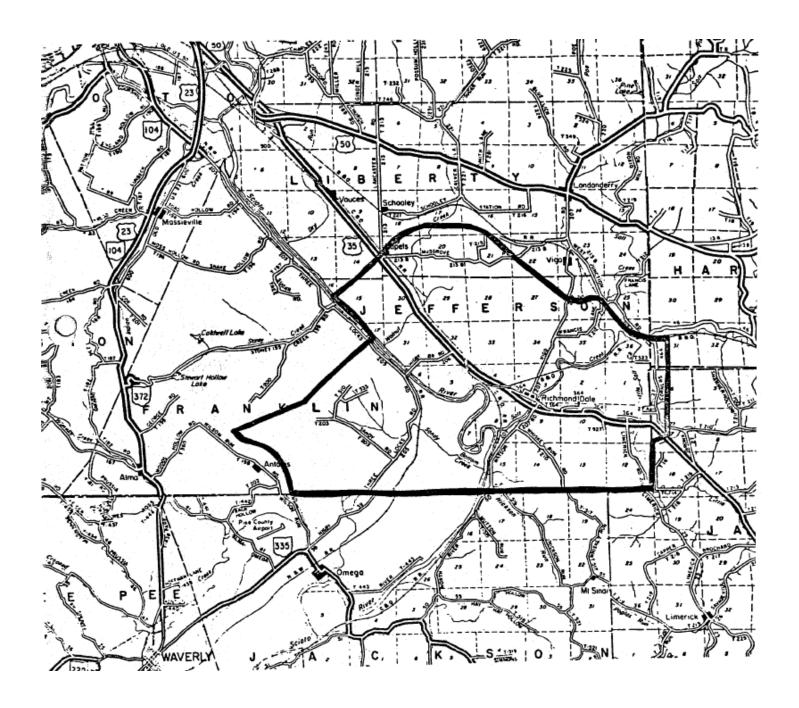
## LONDONDERRY EXCHANGE



## MASSIEVILLE EXCHANGE



## RICHMOND DALE EXCHANGE



## SERVICE CONNECTIONS, MOVES AND CHANGES

## A. Explanation of Terms Used in this Section

- 1. Installation Charge The actual service order to specify the type of service and all elements involved, receiving information and taking action in connection with a customer's or applicant's request.
- 2. Service Order Change Charge Performing all or part of the work associated with connection or changes in the central office.

The charge applies for work including but not limited to:

- a. Making and changing connections in the central office.
- b. Making and changing connections in distribution facilities between the central office and the network interface on the customer's premises, including necessary cross connections and line and station transfers.
- 3. Temporary Disconnect Reconnect Charge Service restored after temporary denial, but prior to completion of order to discontinue service.

## SERVICE CONNECTIONS, MOVES AND CHANGES (cont'd.)

- B. Application of Charges for Service Connections, Moves and Changes
  - 1. The charges specified in this section contemplate work being performed by the Telephone Company during the usual working hours on normal working days. When, at the specific request of the customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Telephone Company, the expense incurred by the Telephone Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.
  - 2. The charges specified in this section apply in addition to the schedule rates and any other charges, including termination charges, applicable under this tariff.
  - 3. One installation charge applies for all service connections, moves and changes, associated with the same class of service which are:
    - a. ordered by a customer for completion on the same occasion (date); and
    - b. subsequently completed by Telephone Company on the same occasion, either within the same building or on the same continuous property of such customer.

In the event varying amounts of service ordering charges are associated with the work performed, the charge in the largest amount shall apply.

## SERVICE CONNECTIONS, MOVES AND CHANGES (cont'd.)

### C. Service Connection Charges (1)

		Service Connection Charge	
		Business Current/Maximum	Residence Current/Maximum
1.	Installation Charge		
	a. Initial, per occasion	39.95	29.95
2.	Service Order Change Charge		
	e. Carrier Change Charge	5.50	5.50
3.	Temporary Disconnect Reconnect Charge	20.65/ 20.65	20.65/20.65

#### 4. Late Fees

A late fee of \$5.00 or 1.5%, whichever is greater, will be levied on any balance remaining on the 19<sup>th</sup> day after the bill is rendered. This charge will appear on the customer's next invoice.

Late fees will not be assessed on residential accounts until the balance exceeds a threshold of \$20.00.

Each residential customer will be granted, upon request, a one-time waiver of the late fee in cases where the customer has already paid the monthly invoice for which the late fee was assessed.

Late fees do not apply to following:

- (a) Any portion of the bill that is in a bona fide dispute.
- (b) Any previous late payment fees included in the amount due.
- (c) Service establishment charges for lifeline services.

## SERVICE CONNECTIONS, MOVES AND CHANGES (Cont'd)

#### D. Service Charges Not Applicable for:

- 1. In the event of damage to or destruction of a customer's premises by fire, flood or other disaster, no service connection, move or change charge will apply to the re-establishment on the same continuous property of the same (or less) service furnished to such customer prior to such damage or destruction.
  - (a) When the associated main station service or system is transferred from one premises to another on non-continuous property; however, service connection charges do apply to the central office.
- 2. A change in telephone number of a central office line
  - (a) initiated by the Telephone Company;
  - (b) made to clear service problems such as excessive wrong number calls, excessive calls for previous customers to that telephone number, etc.

#### PAYPHONE SERVICE

#### A. General

- 1. General Regulations found in this tariff are applicable to the provision of Payphone Service.
- 2. Payphone Service includes lines to which coin or coinless instruments may be attached and is available at the business access line rate established in this tariff.
- 3. Payphone Service is a business access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer's premises, and the Network Interface Device (NID) at the demarcation point The NID is the point of connection between the telephone company owned wiring and wiring owned by the customer and will be installed at a location determined by the Company which is accessible to the customer. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.
- 4. Additional charges for Touch Calling Service and "E-9-1-1" charges as identified in this tariff also apply. The appropriate FCC Multi-line Business Subscriber Line Charge is applicable.
- 5. Applicable non-recurring charges will apply for the establishment, move or rearrangement of the Company's facilities which are made at the request of the customer.
- 6. Directory listings may be provided under the regulations governing the furnishing of listings for business subscribers.

#### CONSTRUCTION CHARGES

#### A. General

- 1. All rates and charges specified in this Tariff contemplate the establishment of service without abnormal or excessive expense to the Telephone Company. Under certain conditions, as hereinafter set forth, construction charges will be applied to cover all or a part of the abnormal or excessive expense incurred by the Telephone Company in the establishment of service.
- 2. Payment of construction charges may be required prior to the commencement of the work with which such construction charges are associated.
- 3. Where construction has been started in order to furnish service to an applicant and the application for service is cancelled prior to the establishment of service, the applicant shall be required to reimburse the Telephone Company for the estimated loss resulting from such construction.
- 4. Where rearrangement of facilities provided by the Telephone Company on private property is made at the request of, or to meet conditions imposed by, the subscriber, the expense incurred by the Telephone Company for such rearrangement shall be borne by the subscriber.
- 5. Where facilities constructed on private right of way are used as a part of the Telephone Company's general distributing plant, the regulations and construction charges to be applied shall be those specified for the construction of facilities on public highways, but when not so used, the regulations and construction charges to be applied shall be those specified for the construction of entrance facilities.

#### **CONSTRUCTION CHARGES**

### A. General (Cont'd)

- 6. The subscriber does not obtain any rights of ownership or otherwise in facilities provided by the Telephone Company, whether or not construction charges are applied. All facilities provided by the Telephone Company shall be under its exclusive control.
- 7. When the Telephone Company attaches its facilities to poles of others on the public highway in lieu of constructing a pole line, the charges to be applied are the same as those which would be applicable if a pole line were constructed by the Telephone Company. When the Telephone Company attaches its entrance facilities to poles of others located on private property, the charges to be applied, where expense is incurred by the Telephone Company either for purchase of an interest in or rental of contacts on such poles, are the same as those which would be applicable if a pole line were constructed by the Telephone Company. When such poles are used by the Telephone Company for its entrance facilities without expense, no construction charges shall apply. All other regulations and requirements of both the owner of such pole lines and the Telephone Company with respect to such joint use shall apply. The decision as to whether poles of others are suitable for the attachment of the Telephone Company's facilities rests with the Telephone Company.
- 8. Permanent facilities on public highways within a base-rate or locality-rate area will be provided by the Telephone Company without the application of construction charges.

#### CONSTRUCTION CHARGES (Cont'd)

# B. Right of Way

When an applicant is so located that it is necessary for the Telephone Company to obtain right of way to furnish service, the applicant may be required to pay the cost (including rental) of securing and retaining such right of way.

#### C. Temporary Facilities

- 1. Where the Telephone Company constructs temporary facilities, the applicant shall be required to pay the expense incurred by the Telephone Company for such construction, plus the estimated cost of removal of such facilities, less the estimated salvage value of the material to be recovered upon removal of such facilities.
- 2. The term "temporary facilities," as used in paragraph C-1, applies to:
  - a. Facilities constructed in advance of construction of permanent facilities and removed or to be removed upon completion of the construction of permanent facilities.
  - b. Facilities which will probably be used only for a short term and with respect to which there is no immediate prospect of reuse in place for another applicant.
- D. Permanent Facilities on Public Highways Outside Base-Rate and Locallty-Rate Areas
  - 1. Where the Telephone Company constructs permanent facilities on public highways, in order to furnish service to an applicant or applicants in territory where no facilities are available, the construction charges applicable shall be determined in the following manner, regardless of the actual route to be followed by such construction:

#### CONSTRUCTION CHARGES

- D. Permanent Facilities on Public Highways Outside Base-Rate and Locality-Rate Areas (Cont'd)
  - 1. Where only one applicant is to be furnished service, the length of construction required to reach the point of entrance on the applicant's private property, measured along the public highway either from the nearest existing distributing plant of the Telephone Company or the nearest point to which the Telephone Company plans to extend its facilities under an approved construction program, whichever is closer, shall be determined by the Telephone Company. Where the length thus determined does not exceed one-half mile, no construction charges apply. Where the length thus determined does exceed one-half mile, the applicant shall be required to pay construction charges equal to the estimated expense which would be incurred for poles (in place), if a pole-line type of facilities is used, and for excavation and fill-in, if a buried-wire or buried-cable type of facilities is used, for the length in excess of one-half mile.
  - 2. Where more than one applicant is to be furnished service, the length of construction required to reach the point of entrance on each applicant's private property, measured along the public highway either from the nearest existing distributing plant of the Telephone Company or from the nearest point to which the Telephone Company plans to extend its facilities under an approved construction program, whichever is closer, shall be determined by the Telephone Company. Where the length thus determined does not exceed one-half mile multiplied by the number of applicants, no construction charges apply. Where the length, thus determined does exceed one-half mile multiplied bythe number of applicants, the applicants as a group

#### CONSTRUCTION CHARGES (Cont'd)

D. Permanent Facilities on Public Highways Outside Base-Rate and Locality-Rate Areas (Cont'd)

shall be required to pay construction charges equal to the estimated expenses which would be incurred for poles (in place), if a pole-line type of facilities is used, and for excavation and fill-in, if a buried-wire or buried-cable type of facilities is used, for the length in excess of one-half mile multiplied by the number of applicants.

3. The total amount of construction charges to be paid by the applicants as a group, determined as provided above in paragraph D-2, will be apportioned among them in such manner as the group may determine. The necessary construction work will not be started, however, until satisfactory arrangements have been made for the payment of such construction charges. In the event the applicants fail to agree upon an apportionment, the Telephone Company will handle each application separately in accordance with the provisions of paragraph D-1, above.

#### CONSTRUCTION CHARGES

- D. Permanent Facilities on Public Highways Outside Base-Rate and Locality- Rate Areas (Concl'd)
  - 4. In case the Telephone Company has on file other applications for service from applicants located along the route to be used to serve the applicants referred to above in paragraph D-1 or D-2, the Telephone Company will combine the construction projects for the current applicants and the applicants who previously applied for service. in accordance with and subject to the provisions of paragraphs D-2 and D-3. above, if such action will serve to reduce the amount of construction charges to be paid by either of such groups.

#### E. Permanent Entrance Facilities

In all cases in which it is necessary to install permanent entrance facilities on, over. or through private lanes or lands, the entire cost of such installation and construction, and of the replacement of the facilities so installed and constructed, including the replacement of any parts thereof, shall be borne by the subscriber, except for the first one-half mile of circuit off the Telephone Company's general distributing plant, which first one-half mile of circuit the Telephone Company will construct and maintain. If any such facilities are installed or constructed by anyone other than the Telephone Company; service will not be furnished until after inspection and approval thereof by the Telephone Company.

# F. Special Types of Construction or Facilities

#### 1. Outside Construction or Facilities

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

#### Lifeline/Link-Up

#### 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 twelvemonth period, a waiver of all nonrecurring service order charges for establishing service;
  - c. Free blocking of toll service, 900 service and 976 service;
  - 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

- 1. 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

Issued: May 13, 2011 Effective: May 13, 2011

Issued by William McKell, President
In accordance with the Public Utilities Commission of Ohio
Case filed May 13, 2011 in Case No. 11-2940-TP-ATA

#### Lifeline/Link-Up

Basic Telephone Assistance (cont'd)

- i) General Assistance (including disability assistance (DA)
- 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 example 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).

# Lifeline/Link-Up

Basic Telephone Assistance (cont'd)

- 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- (Application Process Tariff Requirements).
- 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.
- 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. 54.409-54410.

## Lifeline/Link-Up

Basic Telephone Assistance (cont'd)

#### C. Enrollment Process

#### 1. New Customers

a. New customers who qualify through income based requirements or participate in a qualifying program will be enrolled into Lifeline as of the date the service is established, as long as the application is received by the Company within 30 days of service establishment.

#### 2. Existing Customers

- b. Current customers will be enrolled as of the date the application is requested, as long as the application is received no later than 30 days from that date. If the application is received after 30 days, enrollment will begin on the date the application is received. The Telephone Company will also enroll customers who participate in a qualifying program by using on-line company to agency verification or self-certification.
- c. Should the Telephone Company determine that a customer does not qualify for Lifeline, or if the customer fails to submit the necessary documentation, the Telephone Company will provide written notification to the customer. and will give the customer 30 additional days to prove eligibility. If the corrected application is received within 30 days, the credit will begin on the date service was established, or on the date Lifeline service was requested by an existing customer. If the corrected application is received after 30 days, the Lifeline benefits will begin on the date the corrected application is received.

#### Lifeline/Link-Up

Basic Telephone Assistance (cont'd)

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

## Lifeline/Link-Up

Basic Telephone Assistance (cont'd)

# 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, Chillicothe Telephone will terminate their Lifeline benefits on the date noted in the letter. If the customer responds after the date noted in the letter, the customer will be required to submit a new application for Lifeline benefits.

# N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

#### GENERAL

- A. In the Order of June 21, 2001 in Case 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").
- B. 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.
- C. The 211 Service is not available for the following classes of service:
  - 1. Hotel/motel/hospital service
  - 2. Inmate service
  - 3. 1+ and 0+ calling
  - 4. 0- operated assisted calling
  - 5. 101XXXXX calling

# OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER

A. 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.

# N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

# OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER

- B. The Approved Information and Referral Service Provider's written application to establish 211 Service in a Company local exchange shall include the following:
  - 1. 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.
  - 2. 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.
  - 3. 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.
  - 4. An acknowledgement of the possibility that the Commission's assignment of the 211 abbreviated dialing code may be recalled at any time.
- C. Local Calling for Company Subscribers
  - 1. 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 extended local calling (ELCSP), intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
  - 2. 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.

# N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

# OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER

- C. Local Calling for Company Subscribers (Cont'd.)
  - 3. 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 subscriber's 211 Service calls remain local in nature.
- D. The customer obligations and indemnification language of this tariff are fully applicable to Approved Information and Referral Service Providers ordering 211 Information and Referral Service under this section of the tariff.
- E. 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.
- F. 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.
- G. 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 services offered by the Company. For each line subscribed to by the Approved Information and Referral Service Provider, there will be one path available.

# N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

# OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER

- H. 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, 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.
- I. 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.
- J. 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.
- K. The Approved Information and Referral Service Provider shall not promote the 211 Service with the use of an auto-dialer or broadcasting of tones that dial the 211 abbreviated dialing code.
- L. The Company can only make 211 Service available to end users located in Company local 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.
- M. 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.

# N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

#### OBLIGATIONS OF THE COMPANY

- A. The Company shall provision the 211 Service within thirty (30) days of the Company's receipt of the Approved Information and Referral Service Provider's completed application(s) for service.
- B. 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.
- C. The Company does not undertake to answer and forward 211 Service calls, but furnishes the 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. The rates charged for 211 Service 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 Approved Information and Referral Service Provider shall make such operational tests as, in the judgment of the Approved Information and Referral Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The Approved Information and Referral Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.

# LIABILITY

- A. The Telephone Company's liability with respect to 211 Service shall be limited to the terms set forth in this tariff.
- B. 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.

# N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

#### OTHER TERMS AND CONDITIONS

- A. 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 as described in this Tariff.
- B. 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 interrupted, 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.
- C. 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.

#### N-1-1 Service INFORMATION AND REFERRAL SERVICE-211

#### RATES AND CHARGES

- A. 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.
- B. The Approved Information and Referral Service Provider shall pay a nonrecurring Central Office Charge for each Company host central office out of which 211 Service is established.
- C. The Approved Information and Referral Service Provider shall pay a nonrecurring Central Office Change Charge when it makes application to change the telephone number into which the 211 abbreviated dialing code is translated. The Central Office Change Charge shall be applied on a per telephone number, per host central office basis.
- D. Applicable service order charges as specified in Section 4 of this tariff will apply in addition to the rates listed below.
- E. Rates (2)

	Nonrecurring Charge	
	Current	Maximum
Central Office Charge (Per host Central Office)	\$100.00	\$200.00
Central Office Change Charge (see D above.)	\$ 11.25	\$ 22.50

# N-1-1 Service ONE CALL NOTIFICATION - 811

#### GENERAL

- A. 811 Dialing Code (811) is a three digit local dialing arrangement for telephone voice transmission to certified "One Call" notification systems entities as a toll free call. On March 14, 2005 the Federal Communications Commission (FCC) in CC Docket No. 92-105 assigned 811 as the dialing code for nationwide access to One Call Notification Systems. In an Order on February 14, 2007, in Case No. 05-1306-AU-COI, the PUCO ordered that all local exchange companies in Ohio shall take whatever actions may be prudent and necessary in order to offer and provide 811 service throughout their Ohio service areas.
- B. 811 Service is available from The Chillicothe Telephone Company within the Company service area only. All 811 abbreviated dialing code calls must be local in nature and will not result in any intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers.
- C. The 811 abbreviated dialing code is not available for the following classes of services: Hotel/hospital service, Inmate service, 1+, 0+, and 0- operator assisted calls, or 101XXXX calling.

# N-1-1 Service ONE CALL NOTIFICATION - 811

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

- A. The 811 Provider must submit a written application 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.
- B. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
  - 1. 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 the Service Connections, Moves and Changes section of this tariff.
  - 2. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
  - 3. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.
- C. Local Calling for Company Subscribers
  - 1. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate any expanded local calling area (ELCA), intraLATA toll, interLATA long distance or pay-per-call charges for company subscribers.
  - 2. 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 Provider.
- D. 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 of person, for any personal injury to or death of any person or persons, or for any loss, damage or distribution of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.

# N-1-1 Service ONE CALL NOTIFICATION - 811

OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER (Continued)

- E. 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.
- F. 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.
- G. 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.
- H. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- I. 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.
- J. 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.
- K. 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.
- L. The 811 Provider must work separately with CLECs or other telecommunications providers operating and serving customers in the Company's exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

# N-1-1 Service ONE CALL NOTIFICATION - 811

#### OBLIGATIONS OF THE COMPANY

- A. The Company will establish the 811 Service within ninety (90) days after receipt of the 811 Provider's completed application for service or the effective date of this Tariff, whichever is later.
- B. 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.
- C. 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.
- D. 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 Provider established call centers.
- E. 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.

# LIABILITY

A. 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.

# N-1-1 Service ONE CALL NOTIFICATION - 811

#### LIABILITY

- B. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- C. 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.
- D. 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.
- E. 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.

#### OTHER TERMS AND CONDITIONS

- A. 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.
- B. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interrupted, constructed or regarded, either expressly or implied, as being for the benefit of or cresting any Company obligation toward any third person or legal entity other than the 811 Provider.
- C. 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 any including termination of service.
- D. 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.

# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

#### A. GENERAL

- 1. Enhanced Emergency Number Service. also referred to as E-9-1-1 Service, is a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive and answer telephone calls placed by dialing the number 9-1-1. It includes the services provided by the lines and equipment associated with the service arrangement. for the answering, transferring and dispatching of public emergency telephone calls dialed to 9-1-1. Equipment used in conjunction with Enhanced 9-1-1 Services located at the PSAP must be provided by the customer.
- 2. E-9-1-1 Service is offered subject to the availability of central office facilities.
- 3. The E-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 lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls:fromthe public for emergency police and fire and other services within the telephone central office areas arranged for E-9-1-1 Service calling.
- 4. Enhance 9-1-1 Service is available in four elements: (1) Dedicated E-9-1-1 Trunks, (2) Automatic Number Identification (ANI) Spill, (3) Selective Call Routing and (4) PSAP Data Base Establishment and Update Service.
  - a. Dedicated E-9-1-1 Trunks are dedicated trunks between a serving central office and a PSAP or between two central offices. except where one of the central offices is a remote unit. In instances where one of the central offices is a remote unit, nonrecurring charges and monthly rates do not apply to that segment of the Dedicated E-9-1-1 Trunk.

# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

# A. GENERAL (Cont'd)

- b. ANI Spill provides for the telephone number of the calling party to be forwarded to the PSAP.
  - (1) ANI Spill does not guarantee the capability of forwarding the number of a multiparty line end user. Off premises or stations behind business systems will possess the identity of the main billing number.
  - (2) The PSAP's premises equipment used in conjunction with Enhanced 9-1-1 ANI Spill Service must be reviewed by the Company to determine the compatibility of the unit with the Enhanced 9-1-1 Service requested. If changes are necessary To make this service compatible with the services offered herein. appropriate charges apply as shown in Paragraphs C.2 through C.4 following.
- (3) PSAP DataBase Establishment and Update Service provides the PSAP with an initial list. as well as periodic updates. of customer names. telephone numbers and addresses.

#### **B. RULES AND REGULATIONS**

- 1. The service is limited to the use of central office telephone number 9-1-1 as the emergency telephone number. Only one E-9-1-1 Service will be provided within any government agency's locality.
- 2. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
- 3. E-9-1-1 Service is a telephone exchange communications service and is arranged for one-way incoming service to an appropriate PSAP.
- 4. E-9-1-1 Service is provided solely for the benefit of the local governmental unit; the provision of such service shall not be interpreted. construed, or regarded as being for the benefit of. or creating any Company obligation toward, or any right of action on behalf of. any third person or other legal entity.

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Issued by William McKell, President In accordance with the Public Utilities Commission of Ohio Case filed on May 13, 2011 in Case No. 11-2940-TP-ATA

# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

# B. RULES AND REGULATIONS (Cont'd)

- 5. 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.
- 6. 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 E-9-1-1 Service calls.
- 7. Any party residing within the E-9-1-1 Service serving area forfeits the privacy afforded by Non-Published Telephone Service to the extent that the customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.
- 8. The Company's entire liability to any person for interruption or failure of E-9-1-1; Service shall be limited by the terms set forth in this Section and other Sections of this Tariff.
- 9. The customer will have the responsibility to determine whether the system is functioning properly for its use and shall promptly notify the Company in the event the system is not functioning properly.
- 10. The Company shall not be liable for any loss or damages arising out of Errors, interruptions, defects, failures, or malfunctions of E-9-1-1 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures, or malfunctions of the system after the Company has been so notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

# B. RULES AND REGULATIONS (Cont'd)

- 11. E-9-1-1 Service will be designed by the Company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where E-9-1-1 Service is offered.
- 12. Because the Company serving boundaries and political subdivision boundaries may not coincide, the customer must make arrangements to handle all calls received on its E-9-1-1 Service lines that originate from all telephones served by central offices within the E-9-1-1 Service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- 13. Application for E-9-1-1 Service must be executed in writing by each customer and must be accompanied by satisfactory proof or authorization to provide E-9-1-1 Service in the exchanges where service is requested. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer.
- 14. In addition to all other terms and conditions, the following customer requirements will apply:
  - a. The customer will answer all E-9-1-1 Service calls on a 24-hour day, seven-day week basis.
  - b. The customer has the responsibility for dispatching the appropriate emergency service within the E-9-1-1 Service area. or will undertake to transfer all E-9-1-1 Service calls received to the governmental agency with responsibility for dispatching such services. to the extent that such services are reasonably available.
  - c. The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to an E-9-1-1 Service PSAP by calling parties.

# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

## B. RULES AND REGULATIONS (Cont' d)

- d. The customer will subscribe to a minimum of two Dedicated E-9-1-1 Trunks per Serving or Tandem central office, with the exception of digital remote unit central office situations, for adequate handling of incoming E-9-1-1 Service calls.
- 15. The customer will agree to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, Maintenance, removal, presence, condition, occasion or use therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E-9-1-1 Service hereunder.
- 16. A telephone company and its officers, directors, employees, and agents are not liable in damages in a civil action for injuries, death, or loss to persons or property incurred by any person resulting from the Telephone Company's, its officers', directors', employees', or agents', participation in or acts or omissions in connection with such participation in a 9-1-1 system, whether such system is established pursuant to Sections 4931.40 to 4931.50 of The Ohio Revised Code or otherwise in accordance with the Telephone Company's schedules regarding 9-1-1 systems filed with the Public Utilities Commission pursuant to Section 4905.30 of The Ohio Revised Code.

# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

#### C. RATES AND CHARGES

The following rates and charges apply in addition to all other applicable rates and charges shown elsewhere in this tariff.

Monthly

Rate

1. Automatic Locator Identification (ALI), Automatic Number Identification (ANI), And Selective Routing Circuit Charges.

\$0.20

# 2. Special Service Arrangement Charges

- a. An amount, computed on the cost installed of the facilities used to provide the special service arrangement, for return on investment.
- b. Cost installed mentioned above includes cost of equipment and materials provided or used plus the cost of installing, including engineering, labor, supervision, transportation, right-of-way, and other items which are chargeable to the capital accounts.
- c. Special service arrangement rates are subject to review and revision conditioned upon changing costs.

#### 3. Program Development Charges

These are charges applicable to the work necessary to design, develop, test, and maintain any special programming required to support E-9-1-1 Service, its billing and its data base management. The rate is based on Company time and materials expended.

#### 4. Records Conversion Charges

These are charges applicable to the work necessary to design, review, modify and maintain any Company customer records keeping systems in order to support E-9-1-1 Service, its billing and data base management. The rate is based on Company time and materials expended.

The rates for 9-1-1 Service are governed by 86-911-TP-COI.

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# N-1-1 Service ENHANCED EMERGENCY NUMBER SERVICE (E-9-1-1)

# C. RATES AND CHARGES (cont'd.)

# 5. Quotation Preparation

The customer may request a quotation for all costs associated with the provision of the facilities needed to satisfy the customer's service requirements. A quotation so provided does not bind the Company to the rates set forth in the quotation. All rates for services or facilities to be provided by the Company will be determined in accordance with the guidelines in this tariff.

# 6. Changes to Orders

When a customer requests changes for a pending order for the provision of Emergency Service, the changes will be undertaken if they can be accommodated by the Company personnel and will be billed to the customer at the appropriate hourly charges.

# 7. E-9-1-1 County System Customer Rates

These are the rates charged to customers (end users) of basic telephone service for the E-9-1-1 system that serves them.

			Effective		
		Implemen-	Date for		Most
	Current	tation	Current	Initial	Current
	E-9-1-1	Date for	E-9-1-1	Case No.	Case No.
	Subscriber	E-9-1-1	Subscriber	For E-9-1-1	For E-9-1-1
<b>County</b>	<u>Charge</u>	<u>Service</u>	<u>Charge</u>	<u>Implementation</u>	Review
Hocking	\$0.20	12-11-89	12-11-89	89-1394-TP-EMG	N/A
Jackson	\$0.20	12-11-89	12-11-89	89-1394-TP-EMG	N/A
Pickaway	\$0.20	12-11-89	12-11-89	89-1394-TP-EMG	N/A
Pike	\$0.20	12-11-89	12-11-89	89-1394-TP-EMG	N/A
Ross	\$0.20	12-11-89	12-11-89	89-1394-TP-EMG	N/A
Vinton	\$0.20	12-11-89	12-11-89	89-1394-TP-EMG	N/A

#### Exhibit C

The Chillicothe Telephone Company hereby establishes a Basic Local Exchange Service (BLES) Tariff and detariffs certain services in accordance with the Commission's January 19, 2011 Entry. The Chillicothe Telephone Company intends only to remove from its Tariff, the terms and conditions of services required to be detariffed according to Senate Bill 162.

The new BLES Tariff No. 15 replaces and supersedes The Chillicothe Telephone Company Tariff No. 1, No. 2, and No. 12. The Chillicothe Telephone Company currently has two additional tariffs on file at the PUCO:

- 1. Tariff P.U.C.O. No. 4 Pole Attachment Tariff
- 2. Tariff P.U.C.O. No. 5 Access Service Tariff

Exhibit A is currently on file with the PUCO. An additional copy will be kept on file with the Chillicothe Telephone Company.

Exhibit B is the new tariff changes. This section will be named PUCO No. 15. This section will include any information from PUCO No. (2 and 12) that needed to be rewritten.

Exhibit D includes a copy of the customer notification that will be sent out to inform customers of detariffing and related changes beginning with Cycle One on May 1, 2011.

Exhibit E includes a copy of the affidavit that the Customer Notice has been sent to our customers.

# EXHIBIT D (Customer Notice of Detariffing)

The following customer notification was sent to all affected customers as a bill message on customer invoices beginning with Cycle One in May 2011.

New rules issued January 20, 2011 by the Public Utilities Commission of Ohio require Ohio telecommunications providers to detariff certain telecommunication services. Effective immediately the prices, service descriptions, and the terms and conditions for all services other than basic local exchange service (BLES), including BLES installation and reconnection fees and lifeline service rates or discounts, carrier access, N-1-1 service, pole attachments and conduit occupancy, pay telephone access lines, toll presubscription, excess construction charges, inmate operator services, and telecommunication relay service provided by Horizon Chillicothe Telephone will no longer be on file with the Public Utilities Commission of Ohio.

You will be able to find these services in a catalog online at www.horizontel.com or you can request a copy of this information by visiting our Horizon Chillicothe Telephone office at 68 E. Main Street in Chillicothe or by calling (740) 772-8331.

This change does not affect the prices, terms or conditions of those services to which you currently subscribe. The services mentioned above continue to be regulated and other services remain under the oversight of the Public Utilities Commission of Ohio.

If you have any questions about this matter, please call Horizon Chillicothe Telephone at (740) 772-8331 or visit us online at www.horizontel.com.

# EXHIBIT E (Affidavit Regarding Customer Notice)

# **CUSTOMER NOTICE AFFIDAVIT**

# **AFFIDAVIT**

I, David M. Polk, am an authorized agent of the applicant corporation, The Chillicothe 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 as a bill message for all billing cycles beginning with Cycle 1 on May 1, 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.

Signature

DAVID M. POLK Vice President

THE CHILLICOTHE TELEPHONE CO.

68 East Main Street Chillicothe, Onio 45601 This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

5/13/2011 11:39:50 AM

in

Case No(s). 11-2940-TP-ATA

Summary: Tariff Tariff Changes per Commission's 01/19/2011 Implementation Order. electronically filed by Amy J Gumm on behalf of The Chillicothe Telephone Company and Mrs. Amy J Gumm