

September 22, 2011

By Electronic Filing

Ms. Daisy Cockron Chief of Docketing Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE:

In the matter of the Application of Continental Telephone Company for Detariffing and Related Action: PUCO Case No. 11-3020-TP-ATA

Dear Ms. Cockron:

Enclosed is a replacement Exhibit B (amended tariff sheets) to be filed in connection with the above referenced matter on behalf of Continental Telephone Company. Please replace the Exhibit B that was originally filed on May 19, 2011 with the amended Exhibit B enclosed. The revisions made include removing services and revising some of the language related to several services, including Lifeline. Because several services were removed, the Subject Index has also been revised.

The TRF Number for Continental is 90-5016-TP-TRF.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Sincerely,

/s/ Rachelle A. Ladwig TDS Telecom Sr. Administrator – Tariffs Phone 608-664-4169 Fax 608-830-5519 Email rachelle.ladwig@tdstelecom.com

Enclosure

EXHIBIT B

(Replacement Tariff Sheets)

CONTINENTAL TELEPHONE COMPANY

OHIO P.U.C.O. NO. 9 Original Title Sheet

CONTINENTAL TELEPHONE COMPANY BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE:

This tariff P.U.C.O. No. 9 cancels and supersedes Continental Telephone

Company Tariff P.U.C.O. No. 8.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

CONTINENTAL TELEPHONE COMPANY OHIO

P.U.C.O. NO. 9

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SUBJECT INDEX

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 Continental 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:

- (a) Local dial tone service;
- (b) For residential end users, 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 directory in any reasonable format for no additional charge and a listing in that 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.

Section 1 Original Sheet 2

EXCHANGE RATES

A. EXCHANGE RATES AND THEIR APPLICATIONS

1. Exchange Name: Continental

EAS TO: Ayersville, Cloverdale, Kalida, Miller City, North Creek, Oakwood, & Ottawa

Monthly Rate $\frac{1}{2}$ Business ServiceCurrentMaximumSingle Party\$ 45.54\$45.54
Residence Service
Single Party
\$21.25
\$21.25

Includes Touch-Call Service. Effective August 6, 2007, the rates for Residential and Business customers who do not have Touch-Call Service will be grandfathered and will see no change in their monthly rate. Any subsequent change to service made by such a grandfathered customer, however, will result in the loss of the grandfathering exception and will require that customer to upgrade to Touch Call Service.

EXCHANGE RATES

A. **EXCHANGE RATES AND THEIR APPLICATIONS** (Continued)

2. Exchange Name: Grover Hill

EAS TO: Oakwood, Ottoville, & Scoot

Business Service
Single Party

Monthly Rate^{1/2}
Current
Surger

\$45.54

Residence Service
Single Party

\$21.25

\$21.25

Includes Touch-Call Service. Effective August 6, 2007, the rates for Residential and Business customers who do not have Touch-Call Service will be grandfathered and will see no change in their monthly rate. Any subsequent change to service made by such a grandfathered customer, however, will result in the loss of the grandfathering exception and will require that customer to upgrade to Touch Call Service

OHIO P.U.C.O. NO. 9

EXCHANGE RATES

A. **EXCHANGE RATES AND THEIR APPLICATIONS** (Continued)

3. Exchange Name: Miller City

EAS TO: Continental, Glansdorf, Leipsic, New Bavaria, North Creek, Ottawa

| | Monthly Rate | |
|-------------------|----------------|----------------|
| Business Service | <u>Current</u> | <u>Maximum</u> |
| Single Party | \$ 45.54 | \$45.54 |
| Residence Service | | |
| Single Party | \$21.25 | \$21.25 |

Includes Touch-Call Service. Effective August 6, 2007, the rates for Residential and Business customers who do not have Touch-Call Service will be grandfathered and will see no change in their monthly rate. Any subsequent change to service made by such a grandfathered customer, however, will result in the loss of the grandfathering exception and will require that customer to upgrade to Touch Call Service

EXCHANGE RATES

B. **PAYSTATION SERVICE**

1. General

Paystation Service provides telephone service to a customer-leased or owned paystation with or without coin collecting devices. A Paystation Access Line permits providers of such service to provide pay telephone service to the public.

2. Rules and Regulations

- a. Paystation Service will be considered a business service for the purpose of applying the terms, rates and conditions found elsewhere in this tariff.
- b. Only one paystation instrument may be connected to each Paystation Access Line.
- c. The customer shall be responsible for the installation, operation and maintenance of any paystation instrument used in connection with this service.
- d. Coin-free operator and emergency 911 access must be available from all paystations.
- e. The demarcation point between Company facilities will generally be the minimum point of entry at the customer's premises. A Standard Network Interface will be installed at the location determined by the Company which is accessible to both the customer and the Company.
- f. The Company reserves the right to disconnect service when the paystation provider does not comply with the F.C.C. and state rules and regulations related to paystation service.

CONTINENTAL TELEPHONE COMPANY

OHIO

P.U.C.O. NO. 9

Section 1 Original Sheet 6

EXCHANGE RATES

- B. **PAYSTATION SERVICE** (Continued)
 - 3. Rates and Charges

Monthly Rate

a. Paystation Access Line¹

\$45.54

¹ Installation, move and change charges will be those applicable to business service.

EXCHANGE RATES

C. TOUCH-CALL SERVICE(2)

1. General

Touch-Call Service provides for the origination of telephone calls through the use of telephone instruments equipped with pushbuttons in place of the standard rotary dial.

2. Rates

a. The monthly rate for Touch-Call Service is in addition to the applicable local exchange rate for the class of service provided.

| b. | Rates | Current Monthly <u>Rate</u> | Maximum Monthly <u>Rate</u> | NRC |
|----|--|-----------------------------------|-----------------------------------|------------|
| | 1) Each central office linea) Businessb) Residence | \$2.00 1.50 | \$2.00 1.50 | (1) (1) |

- (1) Service Connection Charges apply. See Section 4.
- (2) Touch Call Service is now part of the local access line rates shown elsewhere in this tariff. Effective August 6, 2007, this service will be grandfathered to current customers. Any subsequent change to service made by such a grandfathered customer, however, will result in the loss of the grandfathering exception and will require that customer to upgrade to Touch Call Service.

Section 1 Original Sheet 8

EXCHANGE RATES

D. PER CALL BLOCKING

Enables customers to prevent the disclosure of their telephone number or name and number on a per call basis to the called party. This disclosure of the calling party's number or name and number can be prevented on a per call basis by dialing *67 (1167 from a rotary phone) 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 or name and number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number or name and number. Per Call Blocking is provided to all customers at no charge.

Per Call Blocking will be provided on calls originating from paystations used by the general public and party lines.

EXCHANGE RATES

E. SPECIAL SERVICE AND FACILITIES (Residence Only)

1. General

Special service and facilities, not ordinarily used in 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 of 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 wherever, in its opinion, public interest requires such termination.

A. **DEFINITIONS**

1. Service Charges

A service charge consists of one or more of the following nonrecurring charges for work required due to subscriber request. The charges below are separately established in order to provide a reasonable basis for an equitable recovery of the costs incurred in the required operations.

- a. Service Order Charge Applicable for receiving information and taking action in connection with a subscriber's or applicant's request. Service order charges are classified as either initial or subsequent.
- b. Premises Visit Charge Applicable for a required trip to subscriber's premises in connection with establishment of service, or rearrangement of service.
- c. Central Office Work Charge Applicable for testing and connecting functions required within the central office.
- d. Line Connection Charge Applicable for work required due to a customer's service request on the circuit between the serving central office up to and including the protector on the customer's premises or on an outside circuit between premises or between locations on the same premises.
- e. Restoration Charge Applicable for restoral of service following a temporary suspension of such service.
- f. Miscellaneous Charges Applicable under a variety of circumstances. The charges usually consist of a combination of one or more service charges.
- g. Rearrangement/Repair Charge Applicable for work performed by the telephone company to move the protector, NID, or drop wire to a different location as requested by the customer, or to repair the protector or NID due to damage caused by the customer's neglect or abuse.

SERVICE CONNECTION CHARGES

A. **DEFINITIONS** (Continued)

2. Serving Exchange

The exchange in which the serving central office is located and from which dial tone is originated.

3. Local Exchange

The exchange in which the customer's premises is located. Outside plant facilities are extended from the local switching center to the customer's premises.

4. Line Segment

A line extending from the local exchange central office to the subscriber's premises.

B. **APPLICATION**

1. General

- a. Service charges are applicable for all services furnished to the subscriber as herein provided. The charges are intended as a means of recovering a portion of the costs of the operations required due to subscriber's request.
- b. Service charges are not applicable for:
 - 1) Work functions which are not required due to the subscriber's request.
 - 2) Normal maintenance and repair of the Company's service.
 - 3) Company initiated orders, e.g., a number change required by a cutover or regrade.
 - 4) Record orders issued for correction purposes.
 - 5) Change or correction in name or billing address when there is no change in responsibility and no connection, disconnection, move or change in the service.

B. **APPLICATION** (Continued)

- 1. General (Continued)
 - b. Service Charges are not applicable for: (Continued)
 - 6) Change in telephone number made at the Company's initiative or at the subscriber's request when the change is required for continuation of satisfactory service.
 - c. No service charges other than termination charges apply for the disconnection, discontinuance or removal Out (O) and From (F) orders of service. Termination charges apply only as specified in Section 4.
 - d. Charges specified in this section apply to services provided in conjunction with connecting companies. The non-recurring charge applicable for the establishment of these services is the total of those non-recurring charges applicable from this section, plus those provided for in the connecting company tariff.
 - e. The combination of charges applicable for a move or change of service will not exceed the charges applicable for a new installation of that service.
 - f. Service charges do not apply for the reestablishment for the same subscriber of service at a location which has been destroyed or made untenable by fire, wind, or water. Service charges do not apply for establishment of service at a new location for a temporary period, for establishment of service at a new and permanent location, or fore reestablishment of service at the same location for other than the previous subscriber.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

1. <u>General</u> (Continued)

- g. When all required service facilities are already in place, a service charge does not apply for a subscriber to connect an item of customer-provided terminal equipment to that subscriber's existing service under the provisions of Part 68 of the FCC Rules and Regulations. If additional facilities are required or requested, the appropriate service charge(s) will apply. When all required service facilities are already in place, a service ordering charge only will apply for service added or changed in connection with existing service. If additional services are required or requested, the appropriate service charge(s) will apply.
- Incorporated in this section is the assumption that the subscriber will allow h. the Company to complete the requested operations in a manner determined by the Company to be reasonable and efficient. When the subscriber insists, after thorough explanation by the company of the additional charges which would be applicable, that the Company carry out additional or extraordinary work which would not otherwise be required to complete the desired operation, charges in addition to those applicable as specified in this section may be applied. Additional work operations such as premises visits made to deliver new telephone number designations or additional service orders processed to effect multiple completion dates requested by the subscriber will be charged for at the levels specified in paragraph C. Other activity necessitated by requests of the subscriber such as work during other than normal business hours will be charged for at levels not to exceed differential costs of labor and material. This provision in no way relieves the Company from the requirement of providing reasonable and efficient service at the charges specified in this Tariff.
- i. If the customer is known to be a credit risk to the Company, payment of service charges may be required before the work is begun.
- j. If an application for residential telephone service is accepted, the Company will offer the option of deferred payment arrangements on telephone installations charges. If the deferred option is chosen, the installation charges shall be spread over a period of three (3) consecutive months.

B. **APPLICATION** (Continued)

2. Service Order Charges

- a. A service order charge is applicable in addition to the appropriate premises visit, central office work, and/or installation charge(s).
- b. Only one service order charge is applicable for all requests for the same subscriber made at one time for service at one premises. When the subscriber specifically requests multiple completion dates which would not normally be scheduled by the Company or when the request requires work on more than one premises of the subscriber, an appropriate service order charge is applicable for each completion date and/or each premises.
- c. The initial service order charge is applicable for requests for:
 - 1) Initial connection of service.
 - 2) Transfer of service involving a request for a final bill or, if a final bill is not requested, a refusal of the future customer to accept full responsibility for the former customer's account.
- d. The subsequent service order charge is applicable for requests for the following connections, additions, moves or changes to an established service.
 - 1) Connection of on-premises line services.
 - Transfer of facilities from one building (mobile or otherwise) to another building of the same subscriber on the same premises to disconnection and connection of facilities involved in move or a building and reestablishment of service for the same subscriber on the same premises when there is no interruption of service other than that incident to the work involved.
 - 3) Change from business to residence or residence to business service. The charge for the class of service (business or residence) to which the subscriber's service is being converted is applicable.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

B. **APPLICATION** (Continued)

- 2. <u>Service Order Charges</u> (Continued)
 - e. The record service order charge is applicable for the following customer requests.
 - 1) When a service order is processed for the purpose of billing the customer for an item he has picked up a the business office.

3. Premises Visit Charge

a. The premises visit charge is applicable if a premises visit is required to complete any requested work on the subscriber's premises except as provided in b. below.

B. **APPLICATION** (Continued)

- 3. Premises Visit Charge (Continued)
 - b. The premises visit charge does not apply for:
 - 1) Removal of service.
 - 2) Number change on a local central office line except as provided in B.1.h.
 - 3) Restoration of service.
 - 4) Return trips to the same premises required due to time, or service limitations of the Company.
 - 5) See paragraph B.1.b.
 - c. A premises visit charge applies for visits to each premises required due to the subscriber's request except that additional premises visit charges do not apply for visits to more than one premises of the same subscriber made due to the request made at one time if additional vehicular travel beyond the first premises is not required.
 - d. A premises visit charge applies for each return visit to the subscriber's premises which is required due to requests of or limitations imposed by the subscriber. (See paragraph B.1.h.)

4. Central Office Work Charge

- a. The central office work charge is applicable for work in the central office required in:
 - 1) Connection or reconnection of local exchange lines.
 - 2) Number change on a local exchange central office line.

B. **APPLICATION** (Continued)

- 4. Central Office Work Charge (Continued)
 - b. One central office work charge applies for each central office line connected or for a change in telephone number of each central office line.
 - c. The central office work charge applies as specified below for work required in the central office.
 - 1) One central office work charge applies for work in each serving central office in which a connection is required.
 - For the restoration of a line segment after suspension one central office work charge applies for each serving central office in which a connection is required.
 - d. Central Office Work Charges do not apply for:
 - 1) Connection of circuits which do not require central office work.
 - 2) Transfer of service when there is no lapse in service.
 - 3) Work required in intermediate central offices through which interoffice trunks may be routed in order to connect service central offices.

B. **APPLICATION** (Continued)

5. Line Connection Charge

- a. The line connection charge is applicable for work required due to a customer's service request on the circuit between the serving central office up to and including the protector on the customer's premises or on an outside circuit between premises or between locations on the same premises.
- b. The line connection charge is not applicable for:
 - 1) Disconnection or suspension of service.
 - 2) Rearrangement or move of the line, drop wire, or outside circuit required for the continuation of satisfactory service.
 - 3) Work on circuits between premises within the same building.
- c. The line connection charge is applicable for the rearrangement or disconnection and later reconnection of a drop wire, outside circuit and/or protector initiated by the action of the subscriber, e.g., building maintenance or construction, cutting of trees or limbs by the subscriber, etc.

OHIO P.U.C.O. NO. 9

SERVICE CONNECTION CHARGES

C. SCHEDULE OF CHARGES

| | | Residence Monthly Rate | Business Monthly Rate |
|----|--|---------------------------|--------------------------|
| 1. | Service Order, per order** a. Initial Request b. Subsequent Requests | \$27.25 12.70 | \$29.30 13.35 |
| 2. | Premises Visit, each visit | 15.00 | \$10.90 |
| 3. | Central Office Wiring, per line** | 7.35 | 7.35 |
| 4. | Line Connection Charge, per line** | 20.05 | 20.05 |
| 5. | Restoration of Service | 17.90 | 17.90 |

D. SERVICE CONNECTION CHARGE WAIVER

Residential customers returning to TDS Telecom service will receive a waiver of all installation charges. In order to receive the waiver, customers must not have any outstanding charges from the Company.

The installation charges that will be waived for returning customers are marked (**) above.

OHIO P.U.C.O. NO. 9

SERVICE CONNECTION CHARGES

E. RESTORATION OF SERVICE

- 1. In the event service is temporarily suspended for nonpayment of charges, such services will be restored upon payment of:
 - a. All charges due, see Section 4.
 - b. The restoration charge as specified in paragraph C, may be collected or billed on the customers next statement, at the option of the Company.
- 2. When a customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company Out (O) service order, service will be reestablished only on the basis of an application for new service or an In (I) order and the service connection charges in paragraph C.1. through C.4. will apply accordingly.

Non-Recurring

SERVICE CONNECTION CHARGES

F. TERMINATION CHARGE

- 1. A termination charge determined in accordance with the provisions below applies when the subscriber terminates a service which bears a basic termination liability prior to the expiration of the initial service period specified for that service.
- 2. The basic termination liability and the initial service period are indicated in the section of this Tariff covering the service items to which they apply.
- 3. The applicable termination charge is determined by multiplying the basic termination liability by the fraction which the unexpired portion of the initial service period bears to the full initial service period.
- 4. When a subscriber discontinues one or more units of a group of the same item, the equipment latest installed shall be considered as the equipment first discontinued.
- 5. When a subscriber cancels an order for service carrying a basic termination liability prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in the engineering, ordering and providing the service. The termination charge in this event will not exceed the basis termination liability.

G. REARRANGEMENT/REPAIR CHARGE

- 1. A Rearrangement/Repair Charge will be charged for work performed by the telephone company to move the protector, NID, or drop wire to a different location as requested by the customer, or to repair the protector or NID due to damage caused by the customer's neglect or abuse.
- 2. Rates (Minimum of 1 Hour)

| Rate |
|---------|
| \$60.00 |
| \$15.00 |
| \$80.00 |
| \$20.00 |
| |

N11 SERVICES

A. **GENERAL**

In compliance with FCC Order 00-256 in CC Docket 92-105 and subsequent orders, N11 Service ("N11") establishes a three-digit local dialing arrangement in the Central Office that automatically transfers "N11" calls to another pre- programmed telephone number (point-to number) determined by the N11 Subscriber.

B. **DEFINITIONS**

The Federal Communications Commission (FCC) administers the N11 codes, and has nationally assigned 211, 311, 511, 711, and 811 to the following special services.

"211"

211 is assigned for community information and referral services.

"311"

311 is assigned for non-emergency police and other governmental information.

"511"

511 is assigned for traffic and transportation information.

"711"

711 is assigned for access to Telecommunications Relay Service (TRS).

"811"

811 is assigned for state One Call Services for providing advance notice of excavation activities to underground facility operators.

C. CONDITIONS AND LIMITATIONS

- 1. Requests for utilization of the N11 dialing code will be provisioned only to those entities who have been granted authorization to use the N11 dialing code by the state regulatory authority, consistent with applicable state law for the assignment of the N11 code.
- 2. Only one 7 digit or 10 digit or 800 toll-free number may be used as the lead number per basic local calling area.
- 3. Directory listings may be provided for N11.

N11 SERVICES

C. <u>CONDITIONS AND LIMITATIONS</u> (Continued)

- 4. Access to N11 is not available to the following classes of service:
 - 1+
 - 0+, 0-(credit card, third-party billing, collect calls)
 - 101XXXX

In addition, operator assisted calls to the N11 Subscriber will not be completed.

- 5. Suspension of N11 Service is not allowed.
- 6. The N11 Subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant.
- 7. The Company will provide both oral and written notification when a N11 Subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other Subscribers of N11. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the N11 Subscriber make no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.
- 8. Calls to N11 will be delivered over existing facilities. If the N11 Subscriber requires different facilities or services; the terms, conditions, and rates for those services found elsewhere in this tariff will apply.
- N11 Service does not provide calling number information in real time to the N11 Subscriber. If the N11 Subscriber needs this type of information, the Subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
- 10. The Company will provision the Subscriber's order within a reasonable time, given the complexity of the order. The N11 Subscriber will be billed the charges when the service is provisioned by the Company.

If the N11 Subscriber cancels the order or decides to discontinue service, the N11 code will be recalled and the number will be considered available for reassignment. Any non-recurring charges associated with the establishment of service may not be refunded or waived.

N11 SERVICES

C. **CONDITIONS AND LIMITATIONS** (Continued)

- 11. If the point-to number provided by the N11 Subscriber is disconnected, the Company will route the N11 call to a pre-recorded announcement for 60 days. The announcement will advise the N11 caller that the service is not available.
- 12. The Company only provides N11 dialing to its own customers. The N11 Subscriber should work separately with other providers of telecommunication services for the arrangement of N11 to their customers.
- 13. The N11 Subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
- 14. The N11 Subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.
- 15. The N11 Subscriber shall abide by all terms and conditions, which may be identified by the FCC in CC Docket 92-105 or subsequent dockets regarding the use and return of the N11 dialing code. The N11 Subscriber will be required to migrate to any access arrangement offered in the Company's tariff within the required notice period. If a recall is ordered, the company will work with the N11 Subscriber affected by such recall to transfer their service arrangements within the required notice period. The N11 Subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- 16. The N11 Subscriber, will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
- 17. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. If requested by the Company, the N11 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

N11 SERVICES

C. <u>CONDITIONS AND LIMITATIONS</u> (Continued)

- 18. The Company may take all legal and practical steps to disassociate itself from N11 Subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- 19. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the Subscriber.
- 20. The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in the development, design, installation, operation, maintenance, performance or provision of N11 service, except for willful or wanton misconduct.
- 21. This service will also be subject to the general regulations of the Company as listed in Section 4 of this tariff.
- 22. The Company will make every effort to route 8-1-1 calls to the appropriate calling center; however it will not be held responsible for routing mistakes and errors, interruptions of service, or intervening acts of nature that interfere with telephone service. The Company's obligation under 8-1-1 applies solely to the transmission of the call and ends upon call completion to the designated point-to number.

D. **RATES AND CHARGES**

N11 Subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the N11 Subscriber's designated premises.

| | | Nonrecurring <u>Charge</u> |
|----|---|-------------------------------|
| 1. | Initial Set-up/Activation, Per Central Office Switch Translated | |
| | or Changed | \$110.00 |
| 2. | Change point-to number per Subscriber request | |
| | Per central office | \$15.00 |

Ohio P.U.C.O. NO. 9

GENERAL RULES AND REGULATIONS

A. APPLICATION

1. General

- a. The rules and regulations specified in this Tariff apply to the intrastate services and facilities furnished by the Continental Telephone Company in the Continental, Grover Hill and Miller City exchanges, hereinafter referred to as the Company, subject to the jurisdiction of the Public Utilities Commission of Ohio.
 - 1) Failure on the part of the customers to observe these regulations of the Company, after due notice of such failure, automatically gives the Company the privilege to discontinue the furnishing of service.
- b. The regulations or conditions contained in the Local Exchange Tariff shall govern in the event of a conflict between these general regulations and any conditions applicable to the General Exchange and Local Exchange Tariff.
- c. These tariffs cancel and supercede all other tariffs of the Company issued and effective prior to the effective dates shown on individual sheets of this Tariff.
- d. The regulations of the Company apply to the service(s) furnished by it when services and/or facilities are provided in part by this Company and in part by other companies.
- e. The customer is required to pay all charges for exchange service in accordance with provisions contained elsewhere in this Tariff. Bills for local exchange service are payable monthly in advance. The customer is responsible for all charges for telephone service rendered at his telephone.

GENERAL RULES AND REGULATIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities

a. The Company's obligation to furnish exchange and toll telephone service is dependent upon its ability to service and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of such facilities.

2. Liability of Company

a. Transmitting Messages

- 1) The Company does not transmit message, but offers the use of its facilities, where available, for communications between parties, subject to the regulations and conditions specified in this Tariff.
- b. The customer indemnifies and save the Company harmless against the following:
 - 1) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - 2) Any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of negligence fo the Company or its employees.
 - 3) Any accident, injury or death occasioned by its facilities when such is not due to the negligence of the Company.
 - Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or used in connection with, facilities of the Company, apparatus and systems of the customer; and against all toher claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
 - 5) Liability for failure to provide service.

CONTINENTAL TELEPHONE COMPANY

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GENERAL RULES AND REGULATIONS

B. **OBLIGATION AND LIABILITY OF THE COMPANY** (Continued)

- 2. <u>Liability of Company</u> (Continued)
 - c. The approval by the P.U.C.O. of the foregoing language in this tariff does not constitute a determination by the P.U.C.O. that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the P. U.C.O. recognizes that since it is a court's responsibility to adjudicate negligent and consequent damage claims, it is also the court's responsibility to determine the validity of the limitation of liability therefore.

GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Customer Service

- a. Customer telephone service, as distinguished from Public and Semi-Public Telephone Service is furnished only for use by the customer, his family, employees or representatives, persons residing in the customer's household, or guests of the customer, except as the use of service may be extended to:
 - Joint Users.
 - 2) Guests and tenants of hotels, motels, hospitals, apartment houses and apartment hotels.
 - 3) Members of a club.
 - 4) Persons temporarily subleasing a customer's residential premises.
 - 5) Patrons of the customer and the public in connection with automatic dialing equipment arranged for the origination of telephone calls only to pre-recorded or preset telephone numbers.
 - 6) The public in connection with municipal emergency fire and police reporting stations.

2. Party-Line Service

a. Applications for party-line service are accepted by the Company with the understanding that each customer will so use the service as not to interfere with an equitable, proportionate use of the service by other customers on the same line. When the duration or number of messages sent or received by a party-line customer is so great as to prevent an equitable, proportionate use of the line by other customers on the line, the Company shall have the right to require the customer to contract for a higher grade of service or to discontinue the service to the customer in question.

C. <u>USE OF SERVICE AND FACILITIES</u> (Continued)

3. Telephone Numbers

a. The customer has no property right in the telephone number or any right to continuance of service from any specific central office; and the company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business.

4. Tampering With Facilities

a. The Company may deny telephone service to any person(s) whose telephone service owned by the Company shows evidence of tampering or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges for the service rendered.

5. Alterations

a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitates changes in the Company's facilities; the customer agrees to pay the Company's current charges for such changes.

6. Misuse of Company-Provided Services

a. The Company may deny telephone service, after notification, to any person(s) who, over the facilities furnished by the Company, uses, or permits to be used, foul abusive, obscene or profane language, or in a manner which could reasonably be considered frightening to others.

7. Use For Unlawful Purposes

a. The service is furnished subject to the condition that it shall not be used for unlawful purposes.

8. Maintenance and Repairs

- a. All costs associated with that maintenance and repair of facilities furnished by the Company will be borne by the Company, except as specified elsewhere in this tariff.
- b. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction or any other cause, except from fire or unavoidable accidents.

C. <u>USE OF SERVICE AND FACILITIES</u> (Continued)

9. Right of Ingress/Egress

a. All facilities furnished by the Company, on the premises of a customer, are the property of the Company. The Company's agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities or for the purpose of making collections upon termination of the service or for the purpose of removing such facilities.

10. <u>Unusual Installation Costs</u>

 Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in this Tariff. (See "Special or Experimental Assemblies of Equipment").

11. Furnishing Party-Line Service

a. Party-line service within and beyond the local Base Rate Area may be furnished only as set forth in this Company's Local Exchange Tariff.

D. 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 listed under D.2.), offices of hotels, halls and apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools or colleges, churches hospitals, libraries and other similar institutions (does not include dormitory rooms at schools and colleges).
 - c. At residence locations when the customer 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. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc. 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 where an extension station or extension bell is located in a shop, office, or other place of business.
 - e. In a residence where business and residence are in the same premises and a telephone is not installed in the business.
 - f. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under D.2.

D. APPLICATION OF BUSINESS AND RESIDENCE RATES (Continued)

- 2. Residence Rates Apply at the Following Locations:
 - a. In a private residence where business listings are not provided.
 - b. In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer'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 veterinarian, provided the customer does not maintain an office in the residence.
 - d. In college fraternity or sorority houses where individual-line service is provided.
 - e. Societies, clubs, churches and organizations will be furnished service at regular rates for comparable residence service when:
 - 1) such groups are maintained primarily through the collection of dues from members;
 - such groups do not engage in or benefit financially from any commercial or merchandising activity. Any group engaging in this type of activity must demonstrate, upon request, that such activity is incidental to normal operations;
 - 3) such service is maintained continuously throughout the year.

Party line services will not be furnished to such subscribers.

E. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications for service may be made orally or in writing. These applications become contracts up on the establishment of service. Applicants for service may be required to pay an advance payment. The terms and conditions specified for such contracts are subject to these General Regulations, the General Service Tariff and the Local Service Tariff for the exchange from which service is to be furnished.
- b. Any change in rates, regulations or conditions prescribed and approved by the Public Utilities Commission of Ohio shall act as a modification of the contract to that extent without further notice.
- c. Requests from customers for additional service may be made orally. A move from one geographic location to another within the same exchange is not considered to terminate the contract; orders for such changes may be made orally.

2. Service Requirements for Basic Local Exchange Service (BLES)

- a. The Company shall conduct its operations as to ensure that the service is available, adequate, and reliable consistent with applicable industry standards.
- b. The Company shall provide Basic Local Exchange Service (BLES) pursuant to the following standards:
 - 1) BLES shall be installed within five business days of the receipt by a telephone company of a completed application for new access line service, unless the customer requests or agrees to a later date.

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

- 2. Service Requirements for Basic Local Exchange Service (BLES) (Continued)
 - b. The Company shall provide Basic Local Exchange Service (BLES) pursuant to the following standards: (Continued)
 - 2) The requirement to install BLES in paragraph E.2.b. (1) above, is not applicable where any of the following exist:
 - a) A customer or applicant has not met pertinent tariff requirements.
 - b) The need for special equipment or service.
 - c) Military action, war, insurrection, riot, or strike.
 - d) The customer misses an installation appointment.
 - 3) The Company will make reasonable efforts to repair a BLES outage within twenty-four hours, excluding Sundays and legal holidays, after the outage is reported to the Company.
 - 4) A BLES outage or service-affecting problem will be repaired within seventy-two hours after it is reported to the Telephone Company.
 - 5) If a BLES outage is reported to the Telephone Company and lasts more than seventy-two hours, the Company will credit every affected BLES customer, of which the Company is aware, in the amount of one month's charges for BLES.
 - 6) The customer credit in paragraph E.2.b. (5) above is not applicable if the condition or failure to repair occurs as a result of any of the following:
 - a) A customer's negligent or willful act.
 - b) Malfunction of customer-owned telephone equipment or inside wire.
 - c) Military action, war, insurrection, riot, or strike.
 - d) Customer missing a repair appointment.

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

- 3. Payment of Charge for Service
 - a. Deposits
 - The Company may, in order to safeguard its interest, require a deposit. The deposit will not exceed two hundred thirty percent (230%) of the customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.
 - b. Bills are due not less than fourteen days from the date of the postmark.
 - c. The customer is responsible for the payment of charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.
 - d. Payment for service will be individually categorized as local service and toll service. Any payment arrangement agreed upon by the Company and the customer must also individually categorize local service and toll service.
 - e. Partial payments will be applied to regulated local service charges first, before being applied to toll charges.
 - f. Failure to pay Charges for Service
 - 1) Regular Monthly Bills
 - a) A residence customer's monthly service bill which has remained unpaid for a period of more than fifteen (15) calendar days following the date of the bill, if mailed, or delivered by other means, shall be considered a delinquent bill.
 - b) A business customer's monthly service bill which has remained unpaid for a period of more than fifteen (15) calendar days following the date of the bill, if mailed, or delivered by other means, shall be considered a delinquent bill.

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

- 3. Payment of Charge for Service (Continued)
 - f. Failure to pay Charges for Service
 - 2) Late Payment Charges
 - a) A Late Payment charge of 1.5% per month applies to all past due balances; except that the charge is not applicable until a Residential or Business customer's amount past due exceeds \$21.25.
 - b) Customers with past due balances that sign up for electronic payments will receive a one-time waiver of the late payment charge.
 - c) The Late Payment Charge will not be assessed until 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.
 - d) Final collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of the customer. Notice of intention to pay late will not avoid this charge.
 - g. The Company may disconnect BLES for nonpayment of any amount past due on a billed account not earlier than fourteen days after the due date of the customer's bill, provided that the customer is given notice of the disconnection seven days before the disconnection.
 - h. When a residential subscriber's local service is disconnected for nonpayment, the Company shall maintain the subscriber's access to emergency services for a period of as least fourteen days following such disconnection.

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

- 3. Payment of Charge for Service (Continued)
 - i. Such notice of disconnection may be included on the customer's next bill, provided the bill is postmarked at least seven days prior to the date of disconnection of service reflected on the bill, and provided that the disconnection language is clearly highlighted such that it stands apart from the customer's regular bill language. The notice will identify the total dollar amount that must be paid to maintain BLES, the earliest date disconnection may occur, and the following statement:

"If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called TDS Telecom, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov."

For residential disconnection notices, the text will also include:

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

- j. The Company will, unless prevented from doing so by circumstances beyond the telephone company's control or unless the customer requests otherwise, reconnect a customer whose basic local exchange service was disconnected for nonpayment of past due charges not later than one business day after the day the earlier of the following occurs:
 - 1) The receipt by the Company of the full amount of past due charges.
 - 2) The receipt by the Company of the first payment under a mutually agreed upon payment arrangement.

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E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

4. Telephone Directories

- a. The Company will make available to its customers at no additional charge a telephone directory in any reasonable format, including but not limited to a printed directory, an electronic directory accessible on the internet or available on a computer disc, or free directory assistance. The telephone directory will include all published telephone numbers in current use with the Telephone Company's local calling area, including numbers for an emergency such as 9-1-1, the local police, the state highway patrol, the county sheriff and fire departments, the Ohio relay service, operator service, and directory assistance.
- b. Upon customer request, the Company will make available to BLES customers the option to have a printed directory at no additional charge.
- c. The Company will also provide to its BLES customers with a free listing in that directory, with reasonable accommodations made for private listings.

F. TERMINATION OF SERVICE

At Customer's Request

- a. The Company will discontinue service and remove it's equipment upon request of the customer, and:
 - 1) The customer shall remain responsible for all service used and the billing therefore until service is disconnected pursuant to such notice.
 - 2) After requested by the customer the company will disconnect the service and the customer will not be liable for any service rendered to that address after the disconnect date.
 - 3) The customer shall not charge service to authorize the charging of service to any account which has been disconnected at the customer's request or otherwise. A customer shall be responsible for any service he or she charges or authorize charged to such an account in violation of the prohibition in the foregoing sentence.
- b. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished plus any termination charges which might be applicable.
- c. Where a contract for service with a one (1) month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified is applied if all or a portion of the facilities has been installed.
- d. No minimum or termination charge will apply (unless otherwise stated specifically in this Tariff) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
- e. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction or damage to property by fire or other cause beyond the control of the customer.

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G. MINIMUM CONTRACT PERIODS

- 1. Except as specified elsewhere in this Tariff, the minimum contract period is one (1) month from the date service or additions to service are established and the minimum charge is the authorized rate for one (1) month. For purposes of rate administration, each month is considered to have thirty (30) days.
- 2. The Company may require a contract period longer than one (1) month at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service. If a contract period is longer than one (1) month, the terms of the contract will be put in writing and signed by the customer and a representative of the company.

H. SPECIAL CONSTRUCTION

1. Extension of Facilities

- a. The Company will apply the terms and conditions set forth in the following paragraphs for the extension of its facilities.
 - 1) Public Right-Of-Ways
 - a) Line extensions may be made pursuant to P.U.C.O.
 Administrative Order 154 (1/2 mile construction cost at Company expense, all excess construction cost to be borne by prospective subscriber or subscribers).

2) Private Right-Of-Ways

- a) Construction of plant facilities on private property to be used in servicing an individual subscriber will be furnished by the Company at a charge to the subscriber at the actual cost of the time, material and overheads for such pole, except that the Company will furnish as many as two poles or 400 feet of underground plant without charge to the subscriber provided the plant thus furnished is used to carry main line circuits. Ownership and maintenance of such poles is vested in the Telephone Company.
- b) Plant construction on private property to be used as part of the standard distributing plan serving subscribers in general are furnished, maintained, and owned by the Company.
- c) Circuits on private property are furnished, owned and maintained by the Company.

H. **SPECIAL CONSTRUCTION** (Continued)

- 1. Extension of Facilities (Continued)
 - a. (Continued)
 - 3) Subdivisions and Apartment Complexes
 - a) The Company has the right to require a deposit from a developer in order to cover the cost of installing complete telephone facilities in developments that are under construction. Charges will be applied in accordance with paragraph H.2.a.
 - b) The developer shall have the property cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and graded within six (6) inches of the final grade, all at no charge to the Company.
 - c) The deposit shall be returned to the developer on a prorate basis at either quarterly or annual intervals on the basis of installation of service to customers. The refundable portion of the deposit shall bear interest at the rate of seven percent (7%) per annum.
 - d) Any amount due the Company under the above paragraphs may be withheld when the deposit is being returned to the developer.
 - e) Any portion of the deposit remaining unrefunded five (5) years from the date the Company is first ready to furnish service from the facilities extended may be retained by the Company as liquidated damages and credited to the appropriate account.
 - f) If pole attachments are made in lieu of new construction costs, the Company may charge the customer(s) the expense of rental charges for such attachments.
 - g) Except as provided in filed tariffs, the ownership of all facilities constructed, as herein provided, shall be vested in the Company and no portion of the expense assessed against the applicant(s) shall be refundable by the Company.

H. **SPECIAL CONSTRUCTION** (Continued)

2. Underground

- a. Costs associated with providing underground entrance facilities will be paid by the customer except under the following conditions:
 - 1) When it is determined that the provision of such facilities is more economical than aerial facilities.
 - 2) When all of the Company's facilities are underground.
- b. The costs associated with customer requests for a relocation of underground entrance facilities or a change from aerial to underground entrance facilities will be paid by the customer.
- c. Underground distribution facilities may be provided in certain areas, if requested prior to furnishing of services, provided satisfactory arrangements can be made with the contracting party involved and where such facilities are economically practical.

d. Charges

- Charges to be paid by the customer for underground entrance facilities will be based upon the actual cost of constructing such facilities less the estimated cost of constructing aerial facilities which are normally provided.
- 2) Charges to be paid by the customer for relocation of underground entrance facilities or change from aerial to underground entrance facilities will be based upon the actual costs associated with such relocation or change.
- Where the Company is requested to provide conduit, trenching, backfilling, grading or leveling in situations where they are normally customer-provided, the customer will be charge the actual cost for providing such conduit, trenching, backfilling, grading, or leveling.

1. SPECIAL OR EXPERIMENTAL ASSEMBLIES OF EQUIPMENT

1. Miscellaneous Experimental Equipment

a. Because inventions, innovations, and equipment modifications frequently change services that may be offered, as will customer demands for services, the Company reserves the right, at it's option, to offer any such services not covered by rates in this tariff to its customers initially at rates developed on a carrying-charge basis. Subsequently, after experience in maintenance, customer demand, etc., has been gained by the Company, formal rates and charges will be filed with the Commission. This paragraph shall include items of a special service nature within the Company's exchanges which are not covered by existing special service agreements with other telephone companies.

2. Special Assemblies of Equipment

- a. Special assemblies of equipment for which provision is not otherwise made in this Tariff, may be provided where practicable if not detrimental to any of the services furnished by the Company.
 - The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided.
 - a) Maintenance expense
 - b) Depreciation expense including reusable and non-recoverable items
 - c) Administration expense
 - d) Taxes including federal income tax
 - e) Any other specific items of expense that may be associated with the facility provided
 - f) A reasonable return on investment

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GENERAL RULES AND REGULATIONS

- I. SPECIAL OR EXPERIMENTAL ASSEMBLIES OF EQUIPMENT (Continued)
 - 2. Special Assemblies of Equipment (Continued)
 - a. (Continued)
 - 2) The estimated installation cost used in derivation of the various expense items shall include the following:
 - a) Material
 - b) Material Overhead
 - c) Installation Labor
 - d) Installation Labor Overhead

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GENERAL RULES AND REGULATIONS

J. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General

a. When a municipality or political subdivision imposes upon the Company, any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge shall be billed to the telephone customers receiving service within the municipality or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

A. **GENERAL**

1. When requested by local government authorities, and subject to the availability of facilities, the Continental Telephone Company, will provide a universal number "E911" for the use of Public Safety Answering Points (PSAP's) engaged in assisting local government in the protection and safety of the general public. Use of the "E911" number will provide each caller with telephone access to the appropriate local PSAP.

B. **REGULATIONS**

The regulations set forth below apply to "Enhanced 911" service, hereinafter referred to as 911 service.

- 1. Application for 911 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 establishment of service. As a minimum, both police and fire departments in each local government authority must participate in any 911 service and participation shall be in the same 911 service.
- 2. The 911 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 unit 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 911 service calling.

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

B. **REGULATIONS** (Continued)

- 3. Each participating local governmental authority must furnish to the Company its written agreement, duly executed, by which it shall agree to:
 - a. Provide sufficient personnel to staff the PSAP on a 24 hour continuous basis.
 - b. Accept responsibility for dispatching or referring, forwarding, or transferring, 911 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.
 - c. 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.
 - d. Make operational tests as, in the judgment of the 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.
- 4. The service is limited to the use of central office telephone number 911 as the emergency number. Only one 911 service will be provided within any government agency's locality.
- 5. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
- 6. E911 Service is arranged only for one-way incoming service to an appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- 7. Information contained in the Company's data base management system will be maintained for 911 service and will be used exclusively for this purpose.

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ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

B. **REGULATIONS** (Continued)

- 8. E911 Service information consisting of the name, address, and telephone number 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 911 service calls. No liability for damages arising from disclosure of a non-published telephone number shall be attached to the Company.
- 9. Any party residing within the 911 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.
- 10. Because the Company's authorized service area boundary and political subdivision boundary may not coincide, the customer must make arrangements to handle all calls received on 911 service lines that originate from all telephones served by the Continental Telephone Company, whether or not the calling telephone is situated on property within the geographical boundary of the customer's public safety jurisdiction.
- The customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to a 911 Service PSAP by calling parties.
- 12. The number of trunks to the "lead" LEC shall be as required by the County 911 Emergency Telephone Number System Plan.
- 13. The calling party is not charged for calls placed to the E911 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.
- 14. The Company does not undertake to answer and forward E911 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.

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

C. **E911 SERVICE FEATURES**

1. Automatic Number Identification (ANI):

A feature by which the calling party's telephone number is forwarded to the E911 Control office and to the PSAP's display and transfer units.

D. RATES AND CHARGES

1. E911 service is provided to residents who subscribe to local exchange telephone service. The rate for this service will be indicated for the appropriate count on the County Rate List below.

| <u>County</u> | Current 911 Subscriber <u>Charge</u> | Implementation Date for 911 <u>Service</u> | Initial Case No. for 911 Implementation | Most Current Case No. for 911 Review |
|---------------|--|--|---|--|
| Van Wert | \$0.31 | 10/4/95 | 95-842-TP-EMG | 95-842-TP-EMG |
| Paulding | \$0.31 | Third Qtr. 1996 | 95-774-TP-EMG | 95-774-TP-EMG |
| Putnam | \$0.31 | First Qtr. 1998 | 97-419-TP-EMG | 97-419-TP-E M G |

LOW INCOME ASSISTANCE PROGRAMS

A. <u>LIFELINE/LINK-UP REQUIREMENTS</u>

1. General

- a. Lifeline shall be a flat-rate, monthly, primary access line service with touchtone service or any other packages/bundles of service, if available to customers, less the lifeline discount and shall provide all of the following:
 - 1) A recurring discount to the monthly basic local exchange service rate that provides for the maximum contribution of federally available assistance;
 - 2) 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;
 - 3) Free blocking of toll service, 900 service and 976 service;
 - 4) A waiver of the federal universal service fund end user charge;
 - 5) A waiver of the telephone company's service deposit requirement.

2. Regulations

- a. 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:
 - 1) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid) or any state program that might supplant Medicaid;
 - Supplemental Nutritional Assistance Program (SNAP/food stamps);
 - 3) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - 4) Supplemental Security Insurance blind and disabled (SSDI);
 - 5) Federal public housing assistance, or Section 8;

LOW INCOME ASSISTANCE PROGRAMS

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

- 2. Regulations (Continued)
 - a. 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: (Continued)
 - 6) Home Energy Assistance Programs (HEAP, LIHEAP, E-HEAP);
 - 7) National School Lunch Program's Free Lunch Program (NSL);
 - 8) Temporary Assistance for Needy Families (TANF/Ohio Works); or
 - 9) General Assistance (including disability assistance (DA)).
 - b. 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.
 - c. 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 paragraph 2.a. 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 paragraph 2.e. for examples of income documentation.
 - d. 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.

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LOW INCOME ASSISTANCE PROGRAMS

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

- 2. Regulations (Continued)
 - e. Consistent with federal law, examples of acceptable income documentation includes the following:
 - 1) State or federal income tax return;
 - 2) Current income statement or W-2 from an employer;
 - 3) Three consecutive months of current pay stubs;
 - 4) Social security statement of benefits;
 - 5) Retirement/Pension statement of benefits;
 - 6) Unemployment/Workmen's Compensation statement of benefits;
 - 7) Any other legal document that would show current income (such as a divorce decree or child support document).
 - f. 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.
 - g. 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 of the Administrative Code.
 - h. 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.

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LOW INCOME ASSISTANCE PROGRAMS

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

2. Regulations (Continued)

- i. 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.
- j. 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.

3. Enrollment Process

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 30 days of requesting the discount.
- b. The Company will review the customer's Lifeline application to determine the customer's eligibility within 30 days.
- c. If the customer is eligible for the Lifeline discount, and the application was returned within 30 days of requesting the discount, the Company will credit the customer's bill retroactive to the date of the customer's request for Lifeline Service.
- d. If the customer is eligible for the Lifeline discount, but the application was returned after 30 days, the Company will apply the discount to the customer's bill effective on the date eligibility is proved.
- e. 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 reapply for Lifeline discounts.

LOW INCOME ASSISTANCE PROGRAMS

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

3. Enrollment Process (Continued)

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 30 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 30 days.
- c. If the customer is eligible for the Lifeline discount, and the application was returned within 30 days of requesting the discount, the Company will credit the customer's bill retroactive to the date of the customer's request for Lifeline Service.
- d. If the customer is eligible for the Lifeline discount, but the application was returned after 30 days, the Company will apply the discount to the customer's bill effective on the date eligibility is proved.
- e. 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 reapply for Lifeline discounts.

LOW-INCOME ASSISTANCE PROGRAMS

A. LIFELINE/LINK-UP REQUIREMENTS (Continued)

4. Income Eligibility

- a. 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 Paragraph 2.e. above.
- b. Regardless of when the Company completes the verification process Lifeline benefits shall go back to the date the qualified customer established Lifeline.
- c. 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.
- d. 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.
- e. If a customer disagrees with the Company's findings regarding eligibility for Lifeline Assistance, the customer may file an informal/formal complaint with the Public Utilities Commission of Ohio.

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LOW-INCOME ASSISTANCE PROGRAMS

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

5. Verification for Continued Eligibility

- a. 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) contract information for the telephone company and 4) a statement explaining who the customer should contact in the event of a dispute.
- b. Should a customer fail to submit proper documentation within the 60 day period, the Telephone Company will terminate the Lifeline benefits and require the customer to reapply for benefits.
- c. If a customer disagrees with the Company's findings regarding eligibility for Lifeline Assistance, the customer may file an informal/formal complaint with the Public Utilities Commission of Ohio.

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Summary: Tariff Replacement Exhibit B for Detariffing under Case No. 11-3020-TP-ATA electronically filed by Ms. Rachelle A Ladwig on behalf of Continental Telephone Company