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Public Utilities Commission of Ohio Docketing 180 E. Broad Street Columbus, OH 43215

RE: Case No. 11-5794-TP-ATA

TCG Ohio Reformat Local Tariff Application

Following please find revised and corrected Exhibit B pages per discussions with staff.

Tariff Information	Original Sheet 6
Section 2	First Revised Sheet 26
Section 2	First Revised Sheet 29
Section 5	First Revised Sheet 2
Section 5	First Revised Sheet 3
Section 5	First Revised Sheet 4
Section 5	First Revised Sheet 5
Section 5	First Revised Sheet 6

Please contact me with any questions you may have.

Sincerely,

/s/Candice Glover



TARIFF INFORMATION ORIGINAL SHEET 6

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR 208 S AKARD ST., DALLAS, TX, 75202

PREFACE

DEFINITIONS

- <u>Primary Basic Exchange Service</u>: The first business basic exchange lines at a Customer's premises, and the first two business basic exchanges access lines at a business premises, that consist of a dial tone line and the associated usage service.
- <u>Point of Connection: Also abbreviated "POC.":</u> A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.
- <u>Port</u>: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.
- <u>Premises</u>: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.
- <u>Primary Distribution Node</u>: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.
- Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Material previously appeared in Section 2, Page 31.

(N)

(N)

(N)

SECTION 2

FIRST REVISED SHEET 26 CANCELS ORIGINAL SHEET 26

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR

2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.5.2 Discontinuance of Service (Cont'd)

(T)

(T)

B. Upon the Customer's nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving 7 days prior written notice to the Customer, discontinue or suspend service not earlier than 14 days after the due date without incurring any liability.

(N)

- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.
- 2.5.3 Application of Partial Payments

(N)

If a Customer continues to pay all current bills, defined as that portion of the amount owed by the Customer for services contained herein that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the Customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Basic Local Exchange service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Basic Local Exchange service. A reasonable period of amortization of past due amounts shall be three months for business service. Amortization is not appropriate unless the past due amount of the Customer is greater than twice the average monthly bill for the class of service to which the Customer belongs over the last six months for the use of the Company's serviced contained in this tariff.

(N)

(M) Material previously appeared in Section 2, Page 16.

(N)

SECTION 2

FIRST REVISED SHEET 29 CANCELS ORIGINAL SHEET 29

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR

2. GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

(T)

2.5.7 Restoration of Service

(N)

If a customer's service is restored after having been suspended and/or disconnected but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

When a Customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service may be re-established only upon receipt of an application of new service.

Service initiated after the discontinuance for non-payment will be subject to the standard nonrecurring charges for new service. Service that has been re-established may require the assignment of a new telephone number.

If any Company service has been suspended, restricted or discontinued for nonpayment, service will be re-established no later than one day upon receipt of all charges due, including charges for services and facilities during a period of restriction or suspension and including a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

(N)

Material previously appearing on this page was moved to Section 2, Page 33.

(N)

SECTION 5

FIRST REVISED SHEET 2
CANCELS ORIGINAL SHEET 2

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR

5. EMERGENCY NUMBER SERVICE (911)

5.2 Definitions

<u>Automatic Location Identification (ALI)</u> - an E911 feature that provides information automatically to the PSAP with each E911 call, including the caller's telephone number, the service address or location of the telephone, and supplementary emergency services information of the location from which a call originates. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

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<u>Automatic Number Identification (ANI)</u> - telephone number associated with the access line from which a call originates.

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911 Service Area - the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

(T)

<u>911 Trunks</u> - 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 911 trunk.

(N)

Emergency Number Service - a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the customer's location may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

(N)

Emergency Service Number (ESN) - a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary PSAP, and possibly one or more secondary PSAPs.

<u>Emergency Telephone Service Charge</u> - a charge for the network start-up costs, custom notification costs, billing costs including an allowance for uncollectibles and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of the Company providing 911 service.

<u>PSAP Data Base Establishment and Update Service</u> - provides the PSAP with the initial list, as well as periodic updates of customer names, telephone numbers and addresses for ALI.

SECTION 5

FIRST REVISED SHEET 3 CANCELS ORIGINAL SHEET 3

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011

CAROL PAULSEN, DIRECTOR

5. EMERGENCY NUMBER SERVICE (911)

5.2 Definitions (Cont'd)

Public Safety Answering Point (PSAP) - facility equipped and staffed to receive 911 calls, operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

(T)

Serving Central Office - central office from which a PSAP, either primary or secondary, is served.

(T) (D)

Service Supplier - any provider of regulated telephone service to service user in the state.

(D)

(D) (D)

5.3 Emergency Telephone Service Charge (T)

- 5.3.1 The Company may assess customers a fee, on a recurring basis, nonrecurring basis, or both to recover the costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriated surcharges or other amounts payable to public or other agencies that provide 911 service.
- 5.3.2 Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.
- Rates and Charges 5.4
 - 5.4.1 Appropriate recurring and non-recurring service charges apply as set forth in the applicable Commission tariffs of the Company or by concurrence with other telephone company tariffs or by special contractual agreements between the Company and the appropriate governmental agency.

(T)

SECTION 5

FIRST REVISED SHEET 4
CANCELS ORIGINAL SHEET 4

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR

5. EMERGENCY NUMBER SERVICE (911)

(T)

5.5 Rules and Regulations

This service is limited to the use of central office telephone number 911 as the emergency telephone number.

The Company shall not be required to provide 911 Service to less than an entire central office (switching entity).

The Company will not provide both Basic 911 and Enhanced 911 service within a given central office (switching entity).

911 Service is furnished to the customer only for the purpose of receiving reports of emergencies from the public.

Intercept service for the seven-digit emergency numbers replaced by 911 will be provided, upon request, for up to one year or until the next customer directory issuance, whichever is longer, at no charge.

911 Service lines are arranged for one-way incoming service to the appropriate PSAP. These lines cannot be used to originate calls from a PSAP.

911 Service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of, or creating any obligation, either expressed or implied, toward any third person or legal entity other than the customer.

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

SECTION 5

FIRST REVISED SHEET 5 CANCELS ORIGINAL SHEET 5

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR

5. EMERGENCY NUMBER SERVICE (911)

(T)

5.5 Rules and Regulations (Cont'd)

Any terminal equipment (PSAP) used in connection with 911 Service, whether such equipment is provided by the Company or the customer, shall not be permitted to be used to extract any information from the Data Management System, other than information relating to number identified as the source of as in-progress 911 call.

E911 information consisting of the names, addresses and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential- Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the customer, its agents or employees for any other purpose.

ANI/ALI may not be displayed on calls placed over party lines.

The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this and other Tariffs.

The rates charged for 911 Service do not include the monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall be responsible for making such 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 Company in the event the system is not functioning properly.

The Company's liability to the customer, the 911 calling party or any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits, which may be given for an out-of-service condition.

The customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company, from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the customer's use of 911 service, whether suffered, made, instituted or asserted by the customer or by any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

SECTION 5

FIRST REVISED SHEET 6 CANCELS ORIGINAL SHEET 6

ISSUED: NOVEMBER 18, 2011 EFFECTIVE: DECEMBER 18, 2011 CAROL PAULSEN, DIRECTOR

5. EMERGENCY NUMBER SERVICE (911)

(T)

5.5 Rules and Regulations (Cont'd)

The customer agrees to release, indemnify, defend, and hold harmless the Company from any infringement or invasion of the right of privacy or confidentiality 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 of 911 service features and the equipment associated 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 911 service hereunder, and which arise out of the negligence or other wrongful act of the customer, its user agencies or municipalities, or the employees or agents of any one of them.

The installation of initial or subsequent 911 exchange lines to maintain applicable the Company standards, will be provided, at the appropriate charges by the Company.

Because the Company's telephone exchange boundaries and political subdivisions and 911 service district boundaries may not coincide, as a condition of 911 Service, the customer must handle or make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

Application for 911 Service must be made in writing by the customer. If application for service is made by an agent, the Company must be provided with satisfactory written proof of authority of the agent by the customer.

The customer shall:

- A. Subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, for receiving non-911 calls, and for operator forwarded calls.
- B. Subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.
- C. Appoint a coordinator who will be responsible for the implementation of the final 911 service plan and the determination of the Emergency Telephone Service Charge, and will oversee the annual auditing process, and negotiate call handling situations where central office overlaps.

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Summary: Tariff Revised Exhibit B Pages electronically filed by Ms. Candice L Glover on behalf of TCG Ohio