
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 Little Miami 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.

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EFFECTIVE: March 18, 2017

IN ACCORDANCE WITH CASE NO. 17-0361-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
FAYETTEVILLE, OHIO

EXCHANGE RATES

A. EXCHANGE RATES AND THEIR APPLICATIONS

Exchange Name: **BUTLERVILLE**

EAS TO: Blanchester exchange of the General Telephone Company of Ohio, the Morrow exchange of United Telephone Company of Ohio, and the Cincinnati Metropolitan Area Exchange of Cincinnati Bell, Inc.

	<u>Monthly Rate</u> ^{1/}		<u>Anniversary Date</u>
	<u>Current</u>	<u>Maximum</u>	
Business Service Single Party	\$24.50	\$25.75	August 8, 2013
Residence Service Single Party	\$20.35	\$21.60	August 8, 2013

Exchange Name: **FAYETTEVILLE**

EAS TO: Mount Orab, Cincinnati

	<u>Monthly Rate</u> ^{1/}		<u>Anniversary Date</u>
	<u>Current</u>	<u>Maximum</u>	
Business Service: Single-Party	\$41.04	\$42.29	August 8, 2017
Residence Service: Single-Party	\$22.14	\$22.14	August 8, 2017

^{1/} Includes Touch-Call Service.

Effective August 12, 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.

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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.

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EXCHANGE RATES

B. PAYSTATION SERVICE (Continued)

3. Rates and Charges

	<u>Monthly Rate</u>	
	<u>Butlerville</u>	<u>Fayetteville</u>
a. Paystation Access Line ¹	\$24.50	\$41.04

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

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EXCHANGE RATES

C. EXTENDED LOCAL CALLING SERVICE (ELCS) – Fayetteville Exchange Only

1. General

- a. Extended Local Calling Service (ELCS) is a two-way non-optional measured rate service that provides for the completion of local messages between customers located in different exchanges when ordered by the Public Utilities Commission of Ohio (PUCO).
- b. ELCS is available with all classes of service.
- c. All Extended Area Service (EAS) existing prior to the establishment of ELCS will continue in its present form unless discontinued by the PUCO.

2. Rates

- a. ELCS is provided at the following per minute rate for each completed call:

	<u>Current Rate</u>	<u>Maximum Rate</u>
Per minute of fraction thereof:	\$0.05	\$0.05

- b. Charges for ELCS calls are subject to the following:

1) Duration

- a) Call connection rates for connection of each completed call, which includes the initial minute.
- b) Minutes of use rates are for each minute, or any fraction thereof, that the connection continues. (Fractions of minutes will be rounded to the next full minute.)
- c) Chargeable time is started when the called party answers or when the caller is connected to automatic answering service, i.e., automatic answer/record equipment, voice mail, or an answering service.
- d) Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- e) Chargeable time does not include time lost because of faults or defects in the service.

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EXCHANGE RATES

C. EXTENDED LOCAL CALLING SERVICE (ELCS) – Fayetteville Exchange Only
(Continued)

3. Availability

- a. ELCS is provided in the following exchanges:

Exchange(s) in which
service is offered
Fayetteville

Exchange(s) which
can be called
Clermont
Little Miami
Newtownsville

- b. Customers subscribing to Total Talk Pack will receive calling into the ELCS areas at no charge.

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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.

E. SPECIAL ASSEMBLAGES – Butlerville Exchange

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

Special assemblages or extra equipment installations will only be made at the discretion of the Telephone Company.

A special assemblage is to be a temporary arrangement for a period of approximately three (3) years to allow the Telephone Company to gain appropriate cost experience before filing for rates under Section 4909.18 of the Ohio Revised Code.

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TARIFF DESCRIPTION

F. SPECIAL SERVICE AND FACILITIES (Residence Only) – Fayetteville Exchange

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.

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SERVICE CONNECTION CHARGES

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, subsequent, or record.
- 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.

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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.

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SERVICE CONNECTION CHARGES

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.
- 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 conjunctions 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 for reestablishment of service at the same location for other than the previous subscriber.

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SERVICE CONNECTION CHARGES

B. APPLICATION (Continued)

1. General (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.
- h. Incorporated in this section is the assumption that the subscriber will allow 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.

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SERVICE CONNECTION CHARGES

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.
 - 2) 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.

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SERVICE CONNECTION CHARGES

B. APPLICATION (Continued)

2. Service Order Charges (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 at 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.

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SERVICE CONNECTION CHARGES

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 or trunk except as provided in B.1.i.
 - 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.i.)

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.

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SERVICE CONNECTION CHARGES

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.
 - 2) 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.

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SERVICE CONNECTION CHARGES

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.

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SERVICE CONNECTION CHARGES

C. SCHEDULE OF CHARGES

	Non-Recurring Rate			
	<u>Fayetteville</u>		<u>Butlerville</u>	
	<u>Residence</u>	<u>Business</u>	<u>Residence</u>	<u>Business</u>
1. Service Order, per order**				
a. Initial Request:	\$27.20	\$28.70	\$30.00	.00 var. ⁽²⁾
b. Subsequent Requests:	12.65	13.25	30.00	.00 var. ⁽²⁾
c. Record Order Changes:	7.90	8.15	N/A	N/A
2. Premises Visit, each visit	12.85	9.35	N/A	N/A
3. Central Office Wiring, per line**	4.95	4.95	0.00 ⁽¹⁾	.00 var. ⁽²⁾
4. Line Connection Charge, per line**	17.90	17.90	0.00 ⁽¹⁾	.00 var. ⁽²⁾
5. Restoration of Service	15.65	15.65	20.00	20.00

⁽¹⁾ Rate Included in Initial Service Order.

⁽²⁾ Connection, Change in type or style, move change in location or any other work performed in connection with a business telephone line or system, charges will be computed on an actual time and material basis which includes all direct labor and overheads properly charged to said project.

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.

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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.

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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.

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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.

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N11 SERVICES

C. CONDITIONS AND LIMITATIONS (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.
9. 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.

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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.

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FAYETTEVILLE, OHIO

N11 SERVICES

C. CONDITIONS AND LIMITATIONS (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.

	<u>Nonrecurring 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

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GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein are in addition to those contained in the Local Exchange Service Tariffs. They apply to the intrastate service and facilities furnished by Little Miami Communications Corporation, in the Butlerville and Fayetteville Exchanges, hereinafter referred to as the Telephone Company or Company.

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

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.

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.

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.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

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

2. Liability of the Company

a. Transmitting Messages

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

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GENERAL RULES AND REGULATIONS

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

2. Liability of the Company (Continued)

- 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 of 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.
 - 4) 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 other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

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GENERAL RULES AND REGULATIONS

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

2. Liability of the Company (Continued)

b. The customer indemnifies and save the Company harmless against the following:
(Continued)

- 5) The liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, delays, errors or defects in the provision of its services set forth herein on any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence or willful misconduct of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defector failure in facilities or services occurs.

The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but no limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company, (a) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to the proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by customer-provided equipment but which would have been prevented had company-provided equipment been used.

- 6) Any damage, injury, or death resulting from the existence of Company-provided explosive atmosphere equipment on such premise, when such damage, injury or death is not the result of negligence or willful conduct of the Company or its employees.
- 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.

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GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

Dropwire and Station protector furnished by the Telephone Company on the premises of a subscriber are the property of the Telephone Company. The Company, its agents, or its employees shall have the right to enter upon a customer's (subscriber's) premises during normal working hours only as may be required to make repairs to its dropwire and station protector or to otherwise remove the source of emergency conditions that are, or that the Company has reason to expect soon will be, endangering the safety, health, or welfare of Company employees or of other persons, or the safety of component or parts of the Company's system or equipment.

If visitation to the customer's premises is sought for any other purpose, such visitation shall preferably be prearranged by telephone; however, if such prearrangement is not feasible, the Company's agent, or employee seeking entrance to the subscriber's premises shall approach a responsible adult member of the household, shall identify himself to such person's satisfaction, and shall state the reason for his proposed visitation. Entrance shall not be gained by force of subterfuge or by approach to a child or other irresponsible person. The Company shall be responsible for any damage to the subscriber's property arising from such visitation, whether negligently, willfully or inadvertently caused.

2. Authorized Attachments and Connections

Subscriber-provided equipment and facilities may be attached to or connected with facilities furnished by the Telephone Company.

3. Use of Subscriber Service

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

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GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

4. Misuse of Facilities

The Telephone Company may discontinue telephone service, after notification, to any individual, partnership, association or corporation, who by the use of the facilities furnished them by the Telephone Company uses or permits to be used for the following purposes:

- a. The use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service.
- b. The use of the service for any purpose other than as a means of communication.
- c. The use of the service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge.
- d. The use of or the permitting the use of foul, abusive, obscene or profane language, or in a manner which could reasonably be considered frightening to others.
- e. The obtaining or attempting to obtain, or assisting another to obtain, local telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for service.
- f. Causing or allowing Telephone Company equipment to be tampered with, damaged or destroyed through negligence.
- g. When service is restored after denial, the Telephone Company will make a pro rata allowance at the scheduled rate for the service denied for the entire period of denial.

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Summary: Tariff Filing to Consolidate Butlerville & Fayetteville Exchange Tariffs Under LMCC
(Part 4 of 6) electronically filed by Ms. Rachelle A Ladwig on behalf of LITTLE MIAMI
TELEPHONE CORPORATION ASSOC MGR