# Large Filing Separator Sheet

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# 1.4 <u>DEFINITIONS OF TERMS (cont.)</u>

#### SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

#### SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

# SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

#### SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

#### SPECIALIZED CUSTOMER PREMISE EQUIPMENT

Terminal equipment required by persons with impaired hearing, speech, vision or mobility.

#### STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

# SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

#### SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

# 1.4 <u>DEFINITIONS OF TERMS</u> (cont.)

#### SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

#### **TARIFF**

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with the Commission.

#### TELECOMMUNICATION SERVICES

The various services offered by the Company as specified in this Tariff.

#### **TELEPHONE COMPANY**

See "Company."

#### **TELEPHONE NUMBER**

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

#### TELEPHONE SOLICITATION

An unsolicited telephone call.

#### **TEMPORARY DISCONNECTION**

See "Suspension of Service."

# **TEMPORARY SERVICE**

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

#### TERMINATION AGREEMENT

An agreement between the Company and the Customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the Customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

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# 1.4 <u>DEFINITIONS OF TERMS</u> (cont.)

# TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

#### TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

# UNDERGROUND SERVICE CONNECTION

A drop wire or cable, which is run underground from a pole line or an underground distributing cable.

# 1.4 <u>DEFINITIONS OF TERMS</u> (cont.)

#### VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the `transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

# WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls. This service is only provided on an inward or outward basis.

#### WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

# 1.5 <u>DEFINITIONS OF SYMBOLS</u>

#### General

The following symbols will be utilized for all changes of material within the General Exchange Tariff:

- C Change in Regulation
- D Discontinued Rate, Regulation or Text
- E Correction of an error made prior to current revision of Tariff
- I Increase in Rate
- M Moved Rate, Regulation or Text from one page to another with no change in Rate, Regulation or Text.
- N New Rate, Regulation or Text
- R Reduction in Rate
- T Text Change, but no change in Rate or Regulation

# 2.1 GENERAL APPLICATION

- 2.1.1 The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 1 of this Tariff.
- 2.1.2 Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.
- 2.1.4 TSC Communications, Inc. will comply with the Commission's Minimum Telephone Service Standards (MTSS), set forth in Chapter 4901:1-5 of the Ohio Administrative Code.
- Pursuant to the provisions of Section 4909-161 of the Ohio Revised Code and P.U.C.O. Order No. 82-1268-AU-UNC, the Company will assess a surcharge of 0.75 percent to a total monthly local service and equipment rates, directory advertising charges, service connection and other one-time charges and intrastate toll charges.
- 2.1.6 All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. This rule 4901:1-6-06 (B) (e) can be found in the Commission's approved retail rules in case number 06-1345-TP-ORD. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.
- 2.1.7 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

# 2.2 <u>ESTABLISHING SERVICE</u>

# 2.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service where facilities are not available.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

# 2.2 <u>ESTABLISHING SERVICE</u> (cont.)

#### 2.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.
- C. The Company will comply with the Commission's Minimum Telephone Service Standards regarding establishment of service, set forth in O.A.C. 4901:1-5.

# 2.2.3 <u>Cancellation or Change in Application for Service</u>

- A. Where the Customer cancels an application for service prior to the start of special construction, a service ordering charge applies in addition to any special engineering costs incurred. (also see Sections 3.3. and 3.4.1)
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Service Order Charge may apply as specified in Section 3.3.(A).
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

# 2.2 <u>ESTABLISHING SERVICE</u> (cont.)

#### 2.2.4 Refusal of Service

#### A. Grounds for Refusal of Service:

- The Company may refuse to serve an Applicant for any one of the following reasons:
  - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
  - b. in extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
  - c. For refusal to make a deposit if the Applicant/Customer is required to make a deposit under the requirements outlined in this Tariff.

#### B. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

#### 2.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one (1) Customer may be assumed by a qualified new Customer without lapse in the rendition of service at the exact premise where service is currently rendered.
- B. The Company may require written notice of a Customer's intent to assume existing service. Any and all outstanding charges incurred by the first Customer must be paid for by the Customer assuming the service.

# 2.2 ESTABLISHING SERVICE (cont.)

#### 2.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

# 2.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

# 2.3 FURNISHING OF SERVICE

# 2.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

## 2.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

# 2.3 FURNISHING OF SERVICE (cont.)

#### 2.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 8 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

#### 2.3.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the Customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.

# 2.3 FURNISHING OF SERVICE (cont.)

# 2.3.5 <u>Classifications of Service</u>

# A. <u>Basis for Classification</u>

- 1. The determination as to whether Customer service should be classified as residential service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
- 2. The Company reserves the right to classify any local service furnished a Customer as residential service, in compliance with this Tariff.

# B. Application of Residential Rates

Residential rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

# C. Changes in Classification

Changes in classification between residential to business service may be made without change in telephone number if the Customer so desires.

# 2.3 **FURNISHING OF SERVICE** (cont.)

#### 2.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary—wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.
- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found. The Minimum Service Charge will be the minimum premise visit charge as listed in 3.3 (B.1) of this tariff.

#### 2.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

# 2.4 USE OF SERVICE AND FACILITIES

#### 2.4.1 <u>Use of Service</u>

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise that is public or semi-public in nature and is not used for the service's intended use.
- B. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from except as specified below:
  - Services the Company provides to certified carriers at retail rates will not prohibit or impose unreasonable discriminatory conditions or anti-competitive conditions or limitations.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein.

# 2.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

#### 2.4.3 <u>Limit On Communication</u>

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

# 2.4 <u>USE OF SERVICE AND FACILITIES</u> (cont.)

# 2.4.4 <u>Unlawful, Abusive, or Fraudulent Use of Service</u>

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service, upon proper notice following the rules and regulations of the Commission's Minimum Telephone Service Standards in Rule 4901:1-5, to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

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# 2.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u>

#### 2.5.1 Discontinuance of Service

A. The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or disconnection of local and toll service, set forth in O.A.C. 4901:1-5.

# B. Toll Blocking Policy

TSC Communications, Inc. when providing toll service, may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, TSC Communications, Inc. when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- TSC Communications, Inc. when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- TSC Communications, Inc. when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures, which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select TSC Communications, Inc. as his or her 1+ carrier of choice, TSC Communications, Inc. may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (See Rule 4901:1-5, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5, but TSC Communications, Inc. may negotiate a lower deposit.

TSC Communications, Inc. may furnish credit information, acquired from the Company's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

# 2.5. <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u> (cont.)

Upon payment by the customer of all past due toll debt to TSC Communications, Inc., the Company will remove the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

C. Toll disconnection service offerings are available on a nondiscriminatory basis (including rates) to all toll service providers. Selective, Company-Specific, Toll Blocking Service is available and is provided to toll providers requesting that the customer not be given access to any of the toll providers service plans. \$2.50-\$5.00

#### 2.5.2 Restoration of Service

- A. For restoration of a Customer's Telecommunications Service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 3 of this Tariff.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.
- C. At its discretion, the Company may restore or re-establish service, which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

#### 2.6 CUSTOMER RELATIONS

# 2.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

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# 2.6 <u>CUSTOMER RELATIONS</u> (cont.)

# 2.6.1 General (cont.)

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Commission, are available for inspection.
- D. The Company will provide to all new telephone utility Customers; at the time service is initiated, a pamphlet or information packet advising the Applicant of his or her rights as a Customer. This information shall inform the Customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

# 2.6.2.1 <u>Customer Complaints</u>

A. The Company will comply with the Commission's Minimum Telephone Service Standards regarding the handling of consumer complaints, set forth in O.A.C. 4901:1-5.

# 2.6.2.2 Applicant or Customer Deposit

To safe guard its interest, before a service is furnished, Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The Company shall apply reasonable and nondiscriminatory creditworthiness standards for customers to establish service consistent with Chapter 4901:1-17 of the Administrative Code. The Company may relay on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established.

# 2.6 <u>CUSTOMER RELATIONS</u> (cont.)

# 2.6.2.2 Applicant or Customer Deposit (cont)

The Company will require deposits for residential customers (in addition to the requirements in Chapter 4901:1-1-17 of the Administrative Code) and small business customers and will use the method following for calculating deposits. The deposit requirement will be uniformly applied to all residential and small business customers who are assessed a deposit.

Cash deposits are not to exceed two hundred and thirty percent of the estimated average monthly bill for the individual customer's regulated services for the ensuing twelve months, as found in Chapter 4901:1-5-05 of the Administrative Code.

The deposits will not be held for more than 180 days. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

The Company will comply with the Commission's Minimum Telephone Service Standards set forth in Chapter 4901-1:17 of the Administrative Code.

# 2.6.3 Late Payment Charge

Customer bills are postmarked no later than the first calendar day of the month and payments are due no earlier than the fourteen calendar day from the postmark date. Payments will be considered received for purposes of crediting the customer's account on the same business day that the customer's payment is received by the Company or its authorized payment agent. Authorized payment agent fees shall not exceed more than two dollars per transaction for processing payments by cash, check or money order. Bills may be rendered in electronic format if available and if the customer affirmatively chooses.

A late payment charge of \$2.00 or 1%, whichever is greater, remaining on any bill not paid by the 19<sup>th</sup> day after the bill is rendered will be assessed. Late payment fees will not be applied to the following:

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

# 2.7 <u>LIABILITY OF THE COMPANY</u>

#### 2.7.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount of equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However, any such mistakes, mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

The Company will comply with the Commission's Minimum Telephone Service

Standards regarding subscriber billing adjustments for local exchange service, set forth in O.A.C. 4901:1-5.

# 2.7.2 <u>Use of Facilities of Other Connecting Carriers</u>

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

# 2.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

# 2.7.4 Defacement of Premise

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise unless such damage is created by the Company's negligence or intentional actions.

# 2.8 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

#### 2.8.1 General

Arrangements will be developed on a case-by-vase basis in response to bonafide requests from a Customer or Applicant to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests maybe different than those specified for the services in this Tariff. ICB rates will be offered to the Customer or Applicant in writing and on a non-discriminatory basis. ICB rates and/or contracts will be filed with the Commission.

# 2.9 TEMPORARY PROMOTIONAL PROGRAMS

#### 2.9.1 General

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

# 2.10 BASIC TELEPHONE ASSISTANCE

# 2.10.1 Service Connection Assistance (SCA)

#### A. General

- Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
- \* Waiver of applicable deposit requirements under Section 2 of this tariff.
- \* Full or partial waiver of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 4 of this tariff (Service Connection Assistance does not apply to network wiring charges).

#### B. Regulations

- Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
  - (a) Home Energy Assistance Programs (HEAP)
  - (b) Supplemental Security Income (SSI) under Title XV1 of the Social Security Act;
  - (c) Food Stamps;

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# 2.10 BASIC TELEPHONE ASSISTANCE (Cont.)

# 2.10.1 Service Connection Assistance (SCA) (Cont.)

# B. Regulations (Cont.)

- (d) Federal public housing assistance/Section 8; or
- (e) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid)
- 2. The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section B.1, above; identifying the specific program or programs from which the customer receives benefits.
- 3. Customers of Service Connection Assistance cannot be a dependant (as defined by the Federal Income Tax Code) under the age of 60.
- 4. Service Connection Assistance is available for all grades of service.
- 5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- 6. Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay the Telephone Company any outstanding bills from regulated telephone services in the customer's name, and no other members of the household may owe money for such services previously provided at the customer's current address.
- Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

Following are basic descriptions, regulations, and rates for application of service charges. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

#### 3.1 <u>DEFINITIONS</u>

#### 3.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premise as long as it is part of his/her main telephone system and billed to the main telephone number.

# 3.1.2 Service Charge Elements

#### A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

# B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

# 3.2 <u>APPLICATION OF CHARGES</u>

#### 3.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (8:00 a.m. to 5:00 p.m.) or business week (Monday Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

# 3.2 <u>APPLICATION OF CHARGES</u> (cont.)

# 3.2.1 General (cont.)

- D. Except as otherwise provided in this Section, all changes in location of customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
  - Moves or changes required for normal maintenance and repair of the Company's service.
  - Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
  - 3. An upgrade or regrade of service for Company reasons.
  - 4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
  - 5. Telephone number changes for company reasons.
  - When existing Customers disconnect their Local Exchange Access Service.
  - 7. Blocking access to 976 or like service, provided that the blocking is requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.

# 3.2 APPLICATION OF CHARGES (cont.)

# 3.2.2 Specific Application of Service Charges

# A. <u>Service Order Charges</u>

# 1. <u>Service Order Charges are applicable</u>:

- a. For requests to establish an account for initial connection of service.
- For connection of additional local exchange access lines, private lines or detached access lines to an established service.
- c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
- d. For restoration of service disconnected for non-payment of telephone bills.
- e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
- f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
- g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
- h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
- i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
- j. When two (2) or more segments of a local private line or detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line.

# 3.2 APPLICATION OF CHARGES (cont.)

# 3.2.2 Specific Application of Charges (Cont.)

# B. Customer Premise Visit Charge

- A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
- 2. Only one (1) Premise Visit Charge will apply in connection with the same service order.
- 3. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

# 3.3 SCHEDULE OF SERVICE CHARGES

	T JL	WICE CHARGES		
			<u>Business</u>	Residence
A.	<u>Servi</u>	ce Ordering Charge:		
	1.	For connecting a new or additional Central office lines, per Service Order Initial Order Subsequent Orders	\$11.00-\$60.78 \$9.00-\$27.05	\$9.85 <b>-</b> \$46.90 \$7.95 <b>-</b> \$23.95
	2.	For moving or changing existing Service and equipment or adding new Or additional service and equipment Other than central office lines, per Service Order	\$8.00-\$41.55	<b>\$8.00-\$28.8</b> 5
В.	Premise Visit Charge – Business and Residential			
	1.	For premise visit associated with installation of service	First 15 minutes Additional 15 min.	\$9.20-\$64.70 \$3.60-\$13.60

# 3.3 SCHEDULE OF SERVICE CHARGES (cont.)

# C. Service Order Port Charge

1. This service order port charge is to recover the cost to provision and process an order related to porting a customer's telephone number. This is not a charge for local number portability. This is a one-time charge that only applies when a customer wants to keep their current telephone number. It applies to new residential and business customers only; therefore current customers are not affected by this charge.

Per Line Charge:	Business	Residence	
First Line:	\$10.00 - \$35.00	\$10.00 - \$35.00	
Each Additional Line:	\$2.00 - \$18.00	\$2.00 - \$18.00	

#### 3.4 TERMINATION CHARGE

#### 3.4.1 General

When a Customer cancels an order for service prior to the in-service date of the order, the Customer will be responsible for the service ordering charge as specified in Section 3.3. (A) (1). In addition, the Customer will be responsible for any specialized engineering costs incurred up to the order cancellation date. Specialized engineering costs are accessed only when unusual and non-customary circumstances are involved with a specific order. If specialized engineering costs are involved, the Customer will be made aware of such costs prior to the ordering of service. If a Customer terminates services prior to the expiration of a contract, the Customer will be responsible for charges within the minimum contract period or the rules of the Fresh Look provision. Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

# 3.5 RETURNED CHECK CHARGE

#### 3.51 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. Under appropriate circumstances, the Company may waive the dishonored check charge.

\$3.50-\$30.00 per occurrence

# 3.6 <u>RESTORATION OF SERVICE CHARGE</u>

# 3.6.1 General

When service is temporarily suspended for non-payment of charges, the service will be restored upon payment of past-due charges and a Restoration of Service Charge will be applied. Payment of the service charge is not required prior to the reconnection of service; however, all past-due charges must be paid prior to reconnection. If a premise visit is necessary, additional charges as listed in 3.3 (B) will apply.

Residence \$7.50-\$36.50 per occurrence

# 4.1 LOCAL EXCHANGE RATES

#### 4.1.1 General

Local Exchange Service is provided by means of station, wire, switching and other facilities, plant and equipment to enable the establishment of telephone communications between stations in the same or different serving area at monthly rates as set forth in this Section. The facilities, plant and equipment used to provide Local Exchange Service are also used in the furnishing of toll telephone services at rates applicable for such services.

Basic Service provides a Customer with a single, voice grade dial tone, which allows unlimited local calls for one (1) flat monthly rate. Basic Service is provided with touch-tone as a standard feature. Basic Service is available with the features described in Section 6. The features are available individually or packaged in groups.

# 4.1.2 Base Rates\*

		<u>Business</u>	Residential
Basic Service	Monthly Flat Rate	\$ 23.12-\$ 72.87	\$ 6.50-\$38.15
	Non-recurring	\$ 15.05-\$131.05	\$10.70-\$62.85

# 4.1.3 <u>Calling Areas</u>

Below are the local calling areas that allow Customers to make calls without incurring long distance charges. The exchanges where the Company is providing service are detailed in Section 1.

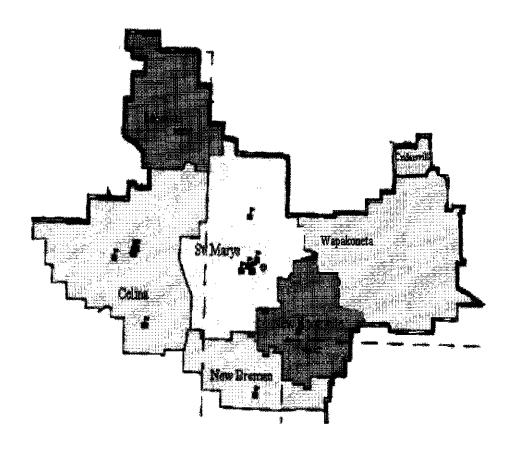
Exchange	Local Calling Area	
Lima	Ada	Gomer
	Alger	Lafayette
	Beaverdam	Spencerville
	Bluffton	Venedocia
	Buckland	Waynesfield
	Cairo	Westminster
	Cridersville	Vaughnsville
	Delphos	Wapakoneta
	Elida	-
St. Mary's	Celina	Cridersville
•	New Bremen	New Knoxville
	Wapakoneta	
Celina	Coldwater	New Knoxville
	Cridersville	Rockford
	Maria Stein	St. Marys
	Mendon	Wabash
t	New Bremen	Wapakoneta

Issued Date: March 19, 2008

\*Where facilities exist

Effective Date: March 19, 2008

# 4.1.3 <u>CALLING AREAS</u> (cont.) 4.1.3.1 St. Mary's Exchange Local Calling Area (where facilities exist)

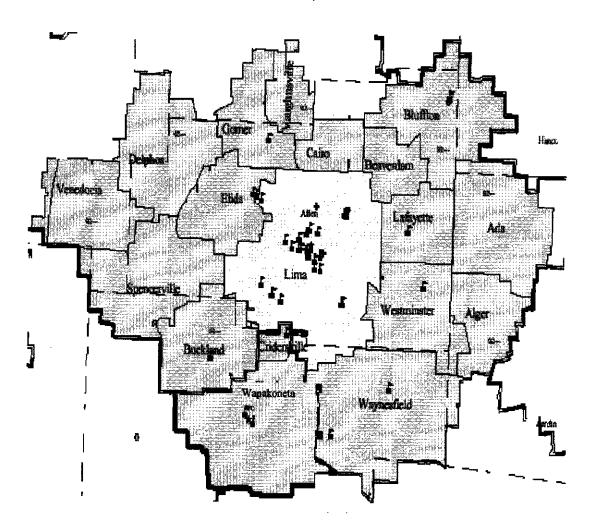


Celina, New Bremen, Wapakoneta, Cridersville, New Knoxville: Toll-free calling

Mendon: Extended Local Calling Spencerville, Buckland: Toll Calling

# 4.1.3 <u>CALLING AREAS</u> (cont.)

# 4.1.3.2 Lima Exchange Local Calling Area (where facilities exist)



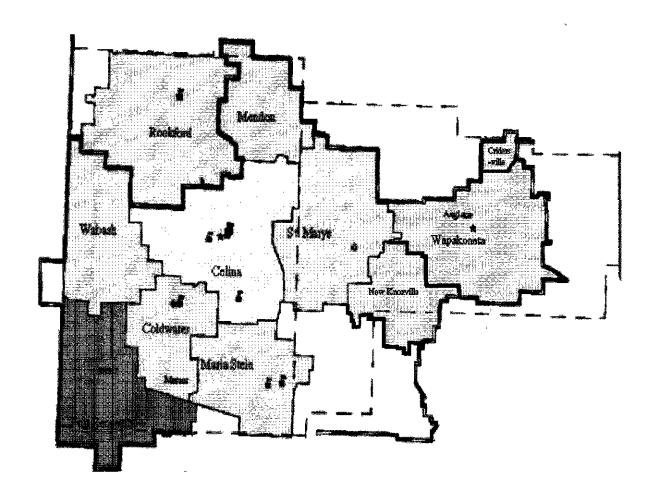
Elida, Venedocia, Delphos, Spencerville, Gomer, Vaughnsville, Cairo, Beaverdam, Bluffton, Lafayette, Westminster, Waynesfield, Ada, Alger, Buckland, Cridersville, Wapakoneta: Toll-free Calling

Issued Date: March 19, 2008

Effective Date: March 19, 2008

# 4.1.3 <u>CALLING AREAS</u> (cont.)

# 4.1.3.3 Celina Exchange Local Calling Area (where facilities exist)



Celina, St. Marys, Rockford, Mendon, Wabash, Coldwater, Maria Stein, Wapakoneta,

Cridersville, New Knoxville: Toll-free calling Fort Recovery: Extended Local Calling

# 4.2 <u>VERIFICATION AND EMERGENCY INTERRUPT SERVICE</u>

#### 4.2.1 General

# A. Verification

- 1. The Company furnishes Verification Service for the purpose of aiding Customers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local Customer line.
- 2. A Customer-originated request for verification of a local number other than an emergency agency number is a chargeable verification request. No charge applies if the line is out of order.

# B. <u>Emergency Interrupt Service</u>

- The Company furnishes Emergency Interrupt Service when a Customer who has originated a verification request to a line, which has been found to be busy, informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
- A Customer-originated request for emergency interrupt to a local number other than an emergency agency number is a chargeable Emergency Interrupt Service.
- 3. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

#### 4.2.2 Rates

- A. No charge will apply if the requesting Customer states that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency, which is operated by the federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.

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Effective Date: March 19, 2008

#### 4.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE (cont.)

# 4.2.2 <u>Rates</u> (cont.)

C. If the number verified is not in use, or as a result of the interrupt the line is cleared, and, at the calling party's request, the operator completes the call, then charges for Operator Assisted Local Calls as defined in Section 6 of this Tariff will apply. The operator assist charge will apply in addition to the Verification and Emergency Interrupt Charges.

# Nonrecurring Charge

1.	Verification Request, each	Residential	\$0.27-\$1.47
	•	Business	\$0.27-\$1.47

2. Emergency Interrupt Request, each

Residential \$0.22-\$1.82 Business \$0.22-\$1.82

# **4.3 E911 SERVICE**

Enhanced 911 Service (E911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) may receive telephone calls dialed to the telephone number 911. Enhanced 911 Service is provided to the customer at no charge.

Issued Date: March 19, 2008

#### SECTION 5. DIRECTORY PUBLICATION AND USE

Following are basic descriptions, regulations and rates for this Service. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

# 5.1 DIRECTORY LISTINGS

#### 5.1.1 Provision of Directory Listings

- A. For each Customer of Company provided Local Exchange Service, the Company will arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Company in the area at no additional charge.
- B. At a Customer's option, the Company will arrange for additional listings at the rates set forth in this Tariff. (see Section 5.1.7 for rates and charges)
- C. Listings are regularly provided in connection with all classes of exchange service unless the Customer subscribes to Non-Published Number Service or non-listed Telephone Number Service.
- D. Directory listings are provided to aid in the use of telephone service through the identification of Customers' telephone numbers.
- E. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.

# 5.1.2 <u>Primary Directory Listings</u>

Number of Listings Provided Without Charge

Except as provided in this Tariff, one (1) primary listing is provided without extra charge for each main service or for the first number in a group, when two (2) or more main station lines are consecutively operated.

A. The Company provides for a single directory listing in the alphabetical (white) section of the directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance database free of charge upon initiation of basic local exchange service. Rules and regulations governing the provisioning of directory listings apply as specified in the dominant local exchange tariffs.

#### **SECTION 5. DIRECTORY PUBLICATION AND USE**

#### 5.1 <u>DIRECTORY LISTINGS</u> (cont.)

#### 5.1.3 Additional Directory Listings

#### General

- 1. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
- 2. Additional listing charges are automatically discontinued upon termination of the main service.

#### 5.1.4 <u>Non-Published Telephone Number Service</u>

#### General

- 1. Non-Published Telephone Number Service provides for the omission or deletion of a Customer's telephone number listing from the directory and is not provided upon request from a directory assistance operator.
- 2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Telephone Number Service.
- 3. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published telephone number in the telephone directory, or disclosing of such number to any person.
- 4. The rate for Non-Published Telephone Number Service does not apply to:
  - Additional service furnished to the same Customer who has other service listed in the directory at the same address.
  - 2. A Customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the Customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.
  - 3. Service which is installed for a temporary period.

#### SECTION 5. DIRECTORY PUBLICATION AND USE

#### 5.1 <u>DIRECTORY LISTINGS</u> (cont.)

#### 5.1.4 Non-Published Telephone Number Service (Cont.'d)

5. A Customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Telephone Number Service to the extent that the Customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

#### 5.1.5 Non-listed Telephone Number Service

- A. A non-listed telephone number is one for which no listing appears in the alphabetical section of the directory. The number is listed in the information records and is given out upon request.
- B. A Service Connection Charge, as stated in Section 3.3 of this Tariff, applies to the establishment or change of non-listed telephone numbers.

#### 5.1.6 <u>Liability For Directory Listing Service</u>

#### A. General

The Company will comply with the Commission's Minimum Telephone Service Standards regarding omission of a subscriber's listing from the white pages of the telephone directory or the listing of an incorrect telephone number, set forth in O.A.C. 4901:1-5.

#### SECTION 5. DIRECTORY PUBLICATION AND USE

#### 5.1 <u>DIRECTORY LISTINGS</u> (cont.)

#### 5.1.7 Rates and Charges

#### A. Recurring Monthly Rate

Primary Service Listing		No Charge
Additional Listings Non-Published Telephone Extra Line Matter Foreign Listing Non-listed Telephone	Residential	\$0.45 - \$2.20 \$0.45 - \$2.20 No Charge \$0.45 - \$2.20 No Charge
Non-recurring Charges		\$7.25-\$23.25

#### B. Non-recurring Charges

- 1. Non-recurring charges apply for additions and changes in directory listings. For all orders to establish or change non-published or non-listed numbers a non-recurring charge applies as listed above.
- 2. When directory listings are ordered at the same time as the initial installation of local access line service no additional non-recurring charges will be applied for the directory listing(s).

#### 5.2 PROVISION AND OWNERSHIP OF DIRECTORIES

A. One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.

B. Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its Customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 5.1.6 of this Tariff.

Following are basic descriptions, regulations and rates for this Service. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

#### 6.1 LOCAL DIRECTORY ASSISTANCE SERVICE

#### 6.1.1 General

- A. Local directory assistance service is furnished to Customers who request assistance in determining directory information.
- B. No charge applies to visually handicapped or physically handicapped individuals who present a certificate signed by a physician or issued by an agency recognized by the State having the authority to certify the existence of such handicaps.
- C. No credit will be given for any unused portion of the call allowance. No credit will be given for requested listings that are unpublished or unlisted. No credit will be given for requested listings that are not found in the Company's directory assistance records.
- D. Call allowances are not transferable between separately billed accounts of the same Customer.

#### 6.1.2 Rates and Charges

**Customer Direct Dials** 

\$0.20-\$1.15, per call

#### 6.1A NATIONAL DIRECTORY ASSISTANCE

#### 6.1A.1 General

A. The rates set forth below apply when customers dial "1-411" and request assistance in determining telephone numbers of individuals or businesses that are located outside the "419" area code.

#### 6.1A.2 Rates and Charges

Customer Dials "1-411"

\$0.20-\$1.90, per call

#### 6.2 TOLL RESTRICTION SERVICE

#### 6.2.1 General

- A. Toll Restriction Service is an optional service that prevents the origination of unauthorized toll calls from a Customer's line, by means of blocking at the Company's central office.
- B. This arrangement denies all outgoing calls starting with the digit "1" or "0".
- C. All local calls will be permitted from the Customer's line.
- D. All local calls to directory assistance will be permitted, except those that require 1+ or 0+ dialing.
- E. This service will not block all toll calls a Customer might make or receive, such as collect calls and/or long distance calls placed by dialing digits other than "1".
- F. The Customer accepts full responsibility for denial of access to the toll network.
- G. The Customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits other than "1" or "0".
- H. The Customer holds the Company harmless from any and all liabilities and/or damages which may be alleged or incurred by the use of toll restriction, acceptance of collect calls, and/or long distance calls placed by dialing digits other than "1" or "0".
- I. This service is available only where facilities permit.

Residential	Non-Recurring Monthly	\$6.00-\$24.00 \$2.00-\$ 6.00
Business	Non-Recurring Monthly	\$6.00-\$42.00 \$4.00-\$73.80

#### 6.3 TRADITIONAL LOCAL OPERATOR SERVICE

#### 6.3.1 Operator Assisted Charges

- A. All types of Local Exchange Service have local calling areas as specified in Section 4 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls) or on a local coin call rate basis.
- B. Local dial call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applied.
- C. Operator dialed: The Customer places the call without dialing the designated number, although the capability to do it himself exists. The Customer will dial "0" for local calls and then requests the operator to dial to a called station or person.
- D. The following Service Charges for operator assisted local calls apply in addition to the local dial rate applicable.
  - 1. Station-to-Station Customer dialed or operator assisted calls. Station-to-Station refers to calls other than person to person, calls billed collect, or to a third party number. Calls may be completed with or without operator assistance.

\$0.55-\$2.05, per call

Person-to-person operator assisted local call. These calls are completed with the assistance of an operator to a particular person, rather than a station, department, or PBX extension. The person is specified by the calling party. Calls may be billed to the calling station, collect or third party number.

\$1.50-\$5.00, per call

#### 6.3 TRADITIONAL LOCAL OPERATOR SERVICE (cont.)

#### 6.3.1 Operator Assisted Charges (cont.)

- E. Service Charges do not apply for the following Operator Assisted Local Calls:
  - 1. Calls to designated Company numbers for official telephone business:
  - 2. Emergency calls to recognizable authorized civil agencies; or
  - 3. Those cases where an operator provides assistance to:
    - a. Re-establish a call that has been interrupted after the calling number has been reached;
    - b. Reach the calling telephone number where Company-provided facility problems prevent customer dial completion; or
    - c. Place a sent-paid call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

#### 6.4 <u>CALL MANAGEMENT SERVICES</u>

#### 6.4.1 <u>Description and Rates of Features (Residential)</u>

Call Management features are detailed below for residential customers available to Subscribers of basic line services. Listed below are descriptions of each service and the monthly or per call rates. Non-recurring charges are listed in Section 6.4.4.

1. \*Anonymous Call Rejection - \$0.50 - \$6.00, per month

Allows the customer to reject those calls from which a privacy indicator is received (meaning the calling party chose to keep his number private). The customer activates the service by dialing \*77 from a touch tone phone or 1177 from a rotary dial phone. The calling party will receive a recorded announcement indicating that the person they are calling does not accept calls from callers who choose to block their number. The customer deactivates the service by dialing \*87 from a touch tone phone or 1187 from a rotary dial phone.

2. \*Call Trace - \$.50 - \$6.00, per month

Call Trace allows customers to request an automatic trace of the last call received by dialing \*57 from a touch tone phone or 1157 from a rotary dial phone immediately following termination of the last incoming call. The customer will hear a recording explaining the charges and how to proceed with or terminate the trace. An announcement will also inform the customer if the trace has been successful and further instructions. The Call Trace feature must be activated before receiving another call so that the correct number will be recorded. If the customer subscribes to Call Waiting and the customer gets a Call Waiting signal while an annoying call is in progress, the annoyance call cannot be traced using this feature. The results of a successful trace will only be released outside the Company to legally constituted authorities with proper authorization. Call Trace will be offered on both a flat rate basis and a per use basis. Customers choosing the flat monthly rate may activate Call Trace at any time without additional charges. Customers choosing the per use basis will incur a \$5.00 charge for each successful trace. There is a maximum charge of \$25.00.

3. Call Forwarding Busy Line - \$0.50 - \$6.00, per month

Call Forwarding Busy Line allows calls to be transferred automatically to a pre-designated telephone number when the line is busy.

#### 6.4.1 CALL MANAGEMENT SERVICES (cont.)

#### 6.4.1 <u>Description and Rates of Features (Business and Residential)</u> (cont.)

- Call Forwarding Don't Answer \$0.50 \$6.00, per month
   Call Forwarding Don't Answer allows calls to be transferred automatically to a pre-designated telephone number when the line is unanswered.
- Call Forwarding \$.30 \$6.00, per month
   Call Forwarding enables a Customer to automatically divert all incoming calls to another telephone number.
- 6. \*Caller ID w/Call Waiting Notification \$.50 \$6.00

Allows the customer to receive information about a calling party while off hook with an existing call. Call party information is transmitted after the customer is alerted of the new call. This feature is a flat rate only feature and works in conjunction with Caller ID and Call Waiting.

7. \*Hot Line Service - \$.50 - \$6.00

This service allows the customer to automatically place a call to pre-assigned number by simply going off hook. No dialing is required. The customer is also able to receive incoming calls normally. This service is provided in conjunction with basic residential, business or Centrex service which rates are found in Section 4 of this tariff.

8. \*Warm Line Service - \$.50 - \$6.00

This service allows the customer to place a call to a pre-assigned number without dialing, by simply remaining off-hook for a given interval of time. If the customer begins dialing before the time period expires, the call will proceed normally. However, if dialing has not started before the time interval expires, the call is automatically routed to the pre-assigned number. The pre-assigned number can be an intercom code, or a local or toll directory number. This service is provided in conjunction with basic residential or business service which rates can be found in Section 4 of this Tariff.

#### 6.4.1 <u>CALL MANAGEMENT SERVICES</u> (cont.)

#### 6.4.1 Description and Rates of Features (Business and Residential) (cont.)

9. \*Telemarketing – Do Not Disturb Service - \$.50 - \$6.00

This service, when activated by the customer, will route all incoming calls to an announcement that tells the caller "You have called a number which does not accept calls from telemarketers. All other callers may press "1" if they wish to complete the call".

10. \*Enhanced Telemarketing-Do Not Disturb Service - \$.50 - \$6.00

This service, when activated by the customer, will route only those incoming call that are not public (e.g. Private, Unavailable or are otherwise blocked), to an announcement that tells the caller "You have called a number which does not accept calls from telemarketers. All other callers may press "1" if they wish to complete the call". Customers must have Caller ID.

11. \*Calling Name and Number – \$3.00 - \$9.00, per month

Calling Name and Number Delivery will enable the Customer to receive the name of the caller, the time, the date and the calling number on an incoming call. The name and number will be delivered to the called party's CPR in the interval between the first and second ring. The displayed name is the name associated with the calling party number. The calling party may subscribe to services, which will prevent the disclosure of their telephone number and name. In such instances, a privacy indication will appear on the customer-provided display devise instead of the calling party's telephone number and name.

12. Calling Number Delivery Blocking (Call Block) – \$.50 - \$6.00

Calling Number Delivery Blocking will allow the calling party to suppress a directory number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's directory number.

#### 6.4.1 <u>CALL MANAGEMENT SERVICES</u> (cont.)

Two options for Calling Number Delivery Blocking are available:

a. \*Per Call Blocking - no charge

Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing a preassigned access code before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display devise, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided on a universal basis to all eligible customers.

b. \*Per line Blocking - \$0.50 - \$6.00 Enables customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display devise, a privacy indication will appear instead of the calling party's telephone number. Per line blocking will be provided at no monthly charge on an optional basis to non-published customers. The service is also available to published customers at a monthly charge of \$.50. Law Enforcement, Domestic Shelters and other special agencies will be offered free per line blocking.

Deactivation of Per Line Blocking is available at the customer's discretion. To deactivate the privacy status, the customer would dial \*82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status.

Non-Published Listing Customers:

No charges (monthly or non-recurring) will be assessed if the per line blocking is requested at the enrollment of the non-published service. A non-recurring charge of \$0-\$12.00 will be assessed if per line blocking is requested after 90 days of the enrollment of non-published service, and at the time of enrollment for all published customers.

Non-Listed and Published Customers: \$0-\$12.00, non-recurring fee

#### 6.4.1 <u>CALL MANAGEMENT SERVICES</u> (cont.)

#### 6.4.1 Description and Rates of Features (Business and Residential) (cont.)

13. \*Call Return - \$0.50 - \$1.50, per attempt - \$.50 - \$6.00, per month

Enables a customer to return the last incoming call, weather or not it was answered. The customer dials the activation code of \*69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", the recording will indicate that the number is private and will announce only the date and time of the call. To activate the Call Return function, the customer would then dial "1". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call set-up is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the Call Return service status. The callbacks may be to areas where a toll charge would be applicable. This feature cannot be activated from certain telephone numbers, such as numbers with the 800 or 900 prefixes, or PBX extensions.

#### 14. Call Return Blocking - no charge

Call return blocking prohibits a customer who subscribes to Call Return from returning a call by activating the Call Return code. This feature and the options are detailed in Section 6.4.1.(12).

15. Call Waiting/Cancel Call Waiting - \$.50 - \$6.00, per month

Call Waiting provides a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered.

16. Remote Call Forwarding-\$.50 - \$6.00, per month

Remote Call Forwarding – This feature, which includes call forwarding, allows a customer to initiate call forwarding activation or deactivation from a location of other than the subscribing station. To remotely activate or deactivate call forwarding, the customer calls a dedicated "remote activation" directory number on the local switch. After hearing a tone, optionally followed by an announcement, the customer dials the "home" directory number and a security code. If the directory number and security code match the switching system returns a confirmation tone followed by dial tone. The customer then follows the activation and deactivation procedure as if he or she were calling from the base station.

#### 6.4.1 <u>CALL MANAGEMENT SERVICES</u> (cont.)

#### 6.4.1 Description and Rates of Features (Business and Residential) (cont.)

17. \*Repeat Dialing - \$0.50 - \$1.50 per call or \$.50 - \$6.00 per month

Automatically redials the last outgoing number after the customer activates the service by dialing \*66 from a touch-tone phone, or 1166 from a rotary dial phone. Repeat dialing monitors the busy line and performs a call set-up when both the originating and termination lines become idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the Repeat Dialing service status. .

18. \*Selective Call Acceptance – \$.50 - \$6.00 per month

Selective Call Acceptance provides the customer with a method to accept calls from certain numbers only. Up to six (6) numbers may be added to the screening list through an interactive dialing sequence. The customer dials \*64 from a touch tone phone, or 1164 from a rotary dial phone to activate the service. The customer selects its incoming call acceptance list and all incoming calls are checked against the list.

19. \*Selective Call Rejection - \$.50 - \$6.00 per month

Provides the Customer with a method of blocking calls from certain numbers, which may or may not be known to the customer. The Customer may set up screening list of up to six (6) telephone numbers, and place them in network memory through an interactive dialing sequence. The customer may also activate the service after receiving a call and thus place the number associated with that call on the Selective Call Rejection screening list. To activate the feature, the customer dial \*60 from a touch-tone phone, or 1160 from a rotary dial phone, and the telephone number of each incoming call is checked against the customer's Selective Call Rejection screening list.

20. \*Selective Call Forwarding - \$.50 - \$6.00 per month

Allows customers to create a special list up to six (6) telephone numbers and a destination number through an interactive dialing sequence. By dialing \*63 from a touch-tone phone, or 1163 from a rotary dial phone, the customer activates the service. Only incoming calls from numbers appearing on the list will be forwarded to the predetermined remote station.

#### 6.4.1 <u>CALL MANAGEMENT SERVICES</u> (cont.)

#### 6.4.1 <u>Description and Rates of Features (Business and Residential)</u> (cont.)

21. \*Priority Ringing - \$.50 - \$6.00 per month

Allows customers to designate several numbers that will be recognized immediately as important calls by means of distinctive alerting signal. Up to six (6) numbers may be added to the screening list though an interactive dialing sequence. The customer then dials \*61 from a touch-tone phone, or 1161 from a rotary dial phone, to activate the service. When the incoming call is identified as one of the numbers on the list, a distinctive ring will be produced in the customer's telephone to alert them that an important call is coming in. If the customer is using the phone and one of the selected numbers comes through on Call Waiting, the customer will receive a distinctive call waiting signal indicating that an important call is waiting.

22. \*Personal Ringing - \$.50 - \$6.00

Personal Ringing allows multiple directory numbers to be assigned to a single line. Personal Ringing lines have one primary directory number and up to three secondary numbers. Each directory number has its own distinctive ringing pattern.

23. Speed Calling (8) - \$0.30 - \$6.00 per month

Speed Calling 8 enables Customer to call a list of up to eight (8) preselected telephone numbers by dialing a two (2) digit code.

24. Speed Calling (30) - \$.50 - \$6.00 per month

Speed Calling 30 enables a Customer to call a list of up to thirty (30) preselected telephone numbers by dialing a two (2)-digit code.

25. Three Way Call transfer - \$0.50 - \$1.50 per use or \$.50 - \$6.00 per month

Three Way Call transfer allows the customer who is engaged in a normal two-way call to initiate a Three-Way call, disconnect from the call and allow the two non-calling parties to continue the conversation even though the controlling party is no longer involved. The customer uses the hook flash to put the party on hold, dials another party, possibly converses with them and then goes on-hook. The party on hold is automatically connected to the newly added party...

26. Three-Way Calling - \$.50 - \$1.50 per use or \$.50 - \$6.00 per month

Three Way Calling allows a Customer to add a third party to an existing call, enabling a simultaneous conference between parties at multiple locations.

#### 6.4.1 <u>CALL MANAGEMENT SERVICES</u> (cont.)

#### 6.4.1 Description and Rates of Features (Business and Residential) (cont.)

27. Do Not Disturb - \$.50 - \$6.00

Allows the customer to prevent incoming calls from ringing at their station. Only callers who have their personal indication (PIN) can override the feature. When a caller dials the number they get a recording that says this number is not accepting calls at this time. To set, the customer dials \*78 then listens for three beeps and hangs up. To cancel, the customer dials \*79 then listens for three beeps and hangs up. The customer can change or set their PIN by pressing \*10, they then listen for three beeps and a steady dial tone. The customer enters their PIN (maximum of 5 digits), they press the # key, listen for three beeps, and then hangs up.

\*These calling features cannot be functional unless both the called and calling parties are served by, and the call is routed through, appropriately-equipped central offices, and routed over appropriately equipped facilities for calls between such equipped central offices.

Telemarketers are prohibited from blocking the disclosure of their telephone number when placing calls. Upon receiving complaints that a telemarketer is blocking the disclosure of its telephone number, the Company will investigate the complaints and terminate the number blocking service where appropriate. These calling features will be available to residential, business and Centrex customers, on a per line basis.

#### 6.4.2 Non-Recurring Charges for Call Management Features

Rates below apply to both Residential and Business Customers. The non-recurring charge applies per feature.

Feature Install:

\$3.00-\$20.00

#### 7.1 <u>CONNECTION ON CUSTOMER PREMISE</u>

#### 7.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in these Tariffs.

#### 7.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications Services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with Telecommunications Services, the responsibility of the Company shall be limited to the furnishing of service components suitable for Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunications Services.
- C. The Company may make changes in its Telecommunications Service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunications Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

#### 7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

#### 7.1.2 Responsibility of the Company (Cont.)

D. The Company shall not be responsible to the Customer if such changes, which are inconsistent with Part 68 of the FCC Rules and Regulations, renders the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

#### 7.1.3 <u>Liability of the Company</u>

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

#### 7.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
  - 1. The safety of Company employees or the public cannot be endangered.
  - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
  - No interference with the proper functioning of Company equipment or facilities.

#### 7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

#### 7.1.4 Responsibility of the Customer (cont)

- 4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

#### 7.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for Telecommunications Service through connecting equipment furnished by the Company.

#### 7.1 CONNECTION ON CUSTOMER PREMISE (cont.)

#### 7.1.6 Connections of Registered Equipment

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Tariff.

- 1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.
- B. Premise Wiring Associated With Registered Communications Systems
  - 2. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
  - 3. Unprotected premise wiring is all other premise wiring.
    - a. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

#### 7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

#### 7.1.6 Connections of Registered Equipment (Cont.)

- 4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
  - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
  - b. A failure has occurred during acceptance testing for imbalance; or
  - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
- 5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

#### C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

- 1. The connection is required in the interest of national defense and security;
- 2. The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
- 3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

#### 7.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

#### 7.2.1 General

- A. Telecommunications Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services consistent with state and federal regulations.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.
- D. The Telephone Company will comply with all state and federal regulations in regard to the recording to two-way telephone conversations. A copy of federal and state policies will be available at the Telephone Company's business office and may be obtained during regular business hours.

#### 7.3 SERVICE CHARGES

#### 7.3.1 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

#### 7.3.2 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

#### 7.3.3 <u>Damages to Facilities</u>

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

This Price List applies to customers within the following exchanges: St. Mary's, Ohio 419-300 and 419-394, Lima, Ohio 419-221, 222, 223, 224, 225, 226, 227, 228, 229, 991, 993, 995, 996, 998, 999, and 567-940, and Celina, Ohio 419-586, 419-584, and 419-268 where facilities and services exist.

#### 8.1 **SERVICE CHARGES**

#### A. Service Installation Charges, non-recurring

	<b>Business</b>	Residence
Initial Order, per line	\$26.85	\$26.85
(includes Central Office Charge, Line		
Connection Charge, Service Order Charge and		
Line Servicing Charge)		
Central Office Charge, per line	\$ 8.25	\$ 8.25
Number Change Charge	\$16.25	\$16.25
Line Connection Charge	\$10.60	\$10.60
Trip Charge (New Construction)	\$25.00	\$25.00
Service Order Charge	\$ 4.00	\$ 4.00
Line Servicing Charge	\$ 4.00	<b>\$</b> 4.00
Maintenance of Service Charge		
First Quarter Hour or Fraction Thereof	\$15.00	\$14.50
Each Addt'l Quarter Hour or Fraction Thereof	\$15.00	\$ 9.00

#### B. PIC Change Charge: IntraLATA and InterLATA

Per business or residence line, trunk, or port:

Manual Process	\$5.50
Electronic Process	\$1.25

If a subscriber changes both the IntraLATA and InterLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA and InterLATA PIC change charges will apply.

#### C. Service Order Port Charge, per line

	Initial Line	\$25.00	\$25.00
	Each Additional Line	\$10.00	\$10.00
8.2	RETURNED CHECK CHARGE		
		<u>Business</u>	Residence
		\$16.00	\$16.00

#### 8.3 RESTORATION OF SERVICE

<u>Business</u>	<u>Residence</u>
-----------------	------------------

A. Vacation Service

**\$12.25 \$12.25** 

Charges, for the period

Allowance of On-Half the Scheduled Rate for Local Service, Mileage and Directory Listing Charges

#### Restoration Charges When Premise Visit is Not Required

	<u>Business</u>	<u>Residence</u>
First line	\$12.25	\$12.25
Each additional line	<b>\$</b> 12.25	\$12.25

Restoration Charges When Premise Visit is Required, the Following Charges are in Addition to Above Charges

	Business	<u>Residence</u>
First line	\$10.60	\$10.60
Each additional line	\$10.60	\$10.60

#### B. <u>Suspension for Non-Payment</u>

When Premise Visit is Not Required

First line, Per Occasion		
•	\$12.25	\$12.25
Each Additional Line,	Φ12.2J	Ψ12.2J
	\$12.25	\$12.25
Per Occasion	ψ12:20	Ψ12.23

When Premise Visit is Required, the Following Charges are in Addition to Above Charges

First line, Per Occasion	\$10.60	\$10.60
Each Additional Line,	\$10.60	\$10.60
Per Occasion		

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#### 8.4 LOCAL EXCHANGE BASE RATES

#### A. Monthly Flat Rate

	<u>Basic</u>	Residential	<b>Residential</b>	<b>Residential</b>
	<u>Business</u>	Primary Line	Secondary Line	Key Line
St. Marys	\$35.98	\$17.98	\$9.98	\$29.98
Lima	\$43.98	\$17.98	\$9.98	\$29.98
Celina	\$35.98	<b>\$</b> 17. <b>98</b>	\$9.98	\$29.98

#### **Optional Bundled Packages**

#### TSC New Elite

Basic Local Exchange Service and Cable Television

- Plus, customers may include any or all of the following features at no additional charge when
  added at time of initial service installation: Caller ID, Caller ID/Call Waiting, Call Waiting, Call
  Forwarding, Call Return, Speed Calling, Three-Way Calling, Voice Mail\*, Repeat Dialing and
  Personal Ringing.
- Customers are also eligible for a TSC Long Distance per minute rate of \$0.07 per minute for all calls anywhere in the U.S. (including Alaska and Hawaii) and Canada, 24 hours a day, 7 days a week, 52 weeks per year.

#### TSC New Ultra

Basic Local Exchange Service, Cable Television and High-Speed Internet

- Plus, customers may include any or all of the following features at no additional charge when
  added at time of initial service installation: Caller ID, Caller ID/Call Waiting, Call Waiting, Call
  Forwarding, Call Return, Speed Calling, Three-Way Calling, Voice Mail\*, Repeat Dialing and
  Personal Ringing.
- Customers are also eligible for a TSC Long Distance per minute rate of \$0.07 per minute for all calls anywhere in the U.S. (including Alaska and Hawaii) and Canada, 24 hours a day, 7 days a week, 52 weeks per year.

Note: Optional Bundled Packages are only available to residential customers where services and facilities exist.

When a customer makes a partial payment, the payment will be applied to their local line service before being applied to their unregulated services.

These packages can only be purchased in conjunction with non-regulated and/or de-tariffed services.

\* Unregulated Service

#### 8.4 LOCAL EXCHANGE BASE RATES (Cont.)

#### B. Extended Local Calling Plan

#### <u>General</u>

- 1. Extended Local Calling Plan is a usage sensitive rate service provided between specific intrastate exchanges.
- 2. This service is restricted to customer dialed station-to-station calls charged to the calling station and does not apply to operator assisted calls.
- 3. Customers in exchanges where Extended Local Calling Plan is offered will continue to be charged from the same basic exchange service rate schedule from which they were charged prior to the establishment of Extended Local Calling Plan.
- 4. The "Saturday and Sunday Only" usage rates apply on Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Labor Day and Thanksgiving Day or resulting legal Holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 and July 4<sup>th</sup> respectively.
- 5. Time of each call begins when the called party answers or when the caller is connected to automatic answering recording equipment. In cases where a call begins in one rate period and ends in another, the rate in effect at the time the connection is established applies.

#### 8.4 LOCAL EXCHANGE BASE RATES (Cont.)

B. Extended Local Calling Plan (Cont.)

#### Rate for Each Minute of Use

Monday through Friday:

To Telephone in Designated Exchanges Within the Following

Distance Bands

		<u>1-10 Miles</u>	11-22 Miles	23-55 Miles
a.	8 a.m. to, but not including, 9 p.m.	\$ 0.04	\$ 0.05	\$ 0.05
b.	9 p.m. to, but not including, 8 a.m.	\$ 0.02	\$ 0.03	\$ 0.03
	Saturday and Sunday Only	\$ 0.02	\$ 0.03	\$0.03

#### Extended Local Calling Plan is Provided in the Following Exchanges

Exchanges in Which	Exchanges Which	Mileage From
Service is Offered	Can be Called	Exchange Offered
St. Mary's	Mendon	11-22 Miles
Celina	Fort Recovery	11-22 Miles

#### C. Exchange Areas

#### **Exchange**

St. Marys Lima Celina

#### 8.5 <u>DIRECTORY LISTINGS</u>

	Residence
Additional Listing, each	\$1.75
Foreign Listing, each	N/A
Extra Line Matter, each line	No Charge
Non-Published	\$2.00
Non-recurring Charge (subsequent order)	\$12.25
Non-Listed	No Charge
Non-recurring Charge (subsequent order)	\$12.25

Service charges listed about apply in the following situations:

- 1. The service charge applies if a customer establishes a non-published telephone number in connection with the establishment of a new service or when there is no change in telephone number.
- 2. To change from one non-published number to another non-published telephone number
- 3. To change from a non-published telephone number to a published telephone number.

#### 8.6 <u>DIRECTORY ASSISTANCE</u>

Customer Direct Calls	<u>Residence</u> \$ 0.55
Monthly Local Directory Assistance Allowance	(3)
Busy Line Verification* National Directory Assistance	\$ 0.50 \$ 0.95

<sup>\*</sup>The charge is not applicable if the operator finds that the line verified is in a trouble condition.

#### 8.7 TOLL RESTRICTION

			lonthly ate	Installation Charge**
A.	Option 1* - Restricts any Direct Dialed One Plus (1+) or Direct Dialed International (011+) Call. Calls to 800 Service (1+800+XXX-XXXX) are the Only One Plus (1+) Calls that will not be Restricted.			
	Residence, per line equipped	\$	2.00	\$ 12.25
B.	Option 2 – Includes Option 1 and any Local or Long Distance Zero Plus (0+) or Zero Minus (0-) Call. If 911 Service is not Available in an Exchange, Zero Minus (0-) Calls will be Restricted to Operator Assisted Local Calls and Calls to Governmental Emergency Service Agencies	s.		
	Residence, Per Line Equipped	\$	2.00	\$ 12.25

- \* Includes Originating Line Screening, which allows outgoing intraLATA toll calls to be charged to the called telephone, a third number, or a credit card account.
- \*\* The installation charge applies in addition to all other Servicing Charges when this service is ordered in conjunction with other services. The installation charge does not apply when a customer elects to change Toll Restriction Service options.

#### 8.8 CUSTOM CALLING SERVICES - (per month charges, unless otherwise noted)

#### A. Basic Features

<u>Business</u>	<u>Residential</u>
	\$ 2.00
	\$ 2.00
	\$ 0.50
	\$ 2.00
\$ 1.00	\$ 1.00
	<b>\$</b> 1.50
	\$ 2.00
	\$ 2.00

#### B. Enhanced Features

Three-Way Call Transfer Speed Calling – Thirty Numbers, each line +Personal Ringing, each line +Repeat Redial, each line Repeat Redial, per use +Automatic Call Return, each line Automatic Call Return, per use	<u>Business</u>	Residential \$ 3.00 \$ 5.00 \$ 3.00 \$ 3.00 \$ 0.50 \$ 0.50
+Priority Ringing, each line Call Block, each line +Selective Call Forward, each line +Selective Call Acceptance, each line +Selective Call Rejection, each line Call Block, per call	\$.50 -	\$ 3.00 \$ 0.50 \$ 3.00 \$ 3.00 \$ 3.00
+Call Tracing Service +Anonymous Call Rejection, per line +Do Not Disturb +Telemarketing – Do Not Disturb +Enhanced Telemarketing – Do Not Disturb Remote Call Forwarding +Caller ID Name and Number Hot Line Warm Line	\$ 3.00*	\$ 3.00* \$ 3.00 \$ 3.00 \$ 4.00 \$ 5.00 \$ 4.00 \$ 5.00 \$ 2.00

- \* Charges for Call Tracing Service may be assessed on a per use basis. A per activation rate of \$5.00 is applicable to business and residence service on each successful trace with a maximum charge of \$25.00.
- + Features eligible for multi-feature discount. Refer to page 88 of this tariff for discount information.

#### 8.8 <u>CUSTOM CALLING SERVICES - (per month charges, unless otherwise noted) (Cont.)</u>

#### C. Monthly Subscription Rate Discount

Total features charges will be reduced by a credit corresponding to the following discount schedule:

	Total Credit Per Month
Two Features	\$1.25
Three Features	\$3.00
Four Features	\$4.75
Five Features	\$6.50
Six Features	\$8.25
Seven Features	\$10.00
Eight Features	\$11.75

Refer to page 87 for eligible features. These discounts apply to both residential and business features.

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#### 8.8 CUSTOM CALLING SERVICES, (Cont.)

#### D. 900/976 Services Call Blocking Service:

The Subsequent Service Order Charge as set forth in Section 8.1 of this Price List is applicable to the initial line blocked per occasion for Business Customers and per subsequent occasion for Residence and Business Customers. Each additional line blocked at the same time is subject to the following charge:

	Nonrecurring <u>Charge</u>
Residence Service Call Blocking	
Per Subsequent Request, each additional line	\$ 0.00
Business Service Call Blocking Per Subsequent Request, each additional line	\$ 0.00
Centrex Service Call Blocking Per Subsequent Request, each additional Centrex line	\$ 0.00

#### 8.8 <u>CUSTOM CALLING SERVICES</u>, (Cont.)

E. Custom Calling Service Feature Packages

Monthly Rate

Residence

1. Blue Moon Package:

\$10.00

Includes Call Waiting/Cancel Call Waiting, Basic Call Forward, Three-Way Calling, Caller ID Name/Number, Anonymous Call Block, Call Waiting ID, Automatic Busy Redial

2. Harvest Moon Package:

\$8.75

Includes Call Waiting ID, Caller ID-Name and Number, Basic Call Forward, Three-Way Calling, Distinctive Ringing

3. New Moon Package:

\$4.50

Includes Call Waiting/Cancel Call Waiting, Basic Call Forward, Three-Way Calling, Automatic Call Return

4. Quarter Moon Package:

\$3.25

Includes Call Waiting/Cancel Call Waiting, Basic Call Forward, Three-Way Calling

A non-recurring charge of \$12.25 applies to Residential customers per initial order and to subsequent orders for additional features.

Additional features may be added to the packages above at the discounted rate set forth on page 88.

When a customer makes a partial payment, the payment will be applied to their local service before being applied to their deregulated services.

#### 9.1 GENERAL

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

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

- 1. The 811 Provider must submit a written application to the Company for 811 Service at the state level. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
- 2. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
  - a. The local, foreign exchange or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code in translated, the 811 provider must pay a number change charge as found in 12.6.4 following.
  - b. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
  - c. An acknowledgment of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.
- 3. Local Calling for Company Subscribers
  - a. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance or pay-per-call charges for company subscribers.
  - b. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The company will translate the 811 digits into the telephone number provided by the 811 Provider.
- 4. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party of persons, for any personal injury to or death of any person or persons, or for any loss damage or distribution of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
- 5. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company Subscribers.

# 9.2 OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER (Cont.)

- 6. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- 7. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
- 8. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- 9. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and released and all other rights from all holders of copyrights, trademarks and patents used in connection with said service.
- 10. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
- 11. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
- 12. The 811 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's exchanges to ascertain whether 811 abbreviated dialing will be available to their end users.

#### 9.3 OBLIGATIONS OF THE COMPANY

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

#### 9.4. <u>LIABILITY</u>

1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.

#### 9.4 **LIABILITY** (Cont.)

- 2. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- 3. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- 4. The Commission's local assignment and the 811 Service Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Service Provider for any damages the 811 Service Provider may incur that results from a national assignment of the 811 abbreviated dialing code.
- 5. The Company will make every effort to route 811 calls to the appropriate 811 Service Provider call center, however, the Company will not be held responsibility for routing mistakes or errors.

#### 9.5. OTHER TERMS AND CONDITONS

- 1. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described in Section 6.4.1 of this Tariff.
- 2. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.
- 3. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the company or by other subscribers of abbreviated dialing codes. If after the notification the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- 4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

#### 9.6 RATES & CHARGES

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

#### 4. Rates:

Central Office Charge (1)	Nonrecurring <u>Charge</u> \$175.00	Maximum Nonrecurring <u>Charge</u> \$350.00
Number Change Charge (per Telephone Number)	\$ 35.00	\$ 70.00

This is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. If more than one translated number is desired, apply the charge as many times as there are numbers. Any given office must have one number translated to – this cost does not cover cases where the Local Agency wants two or more translated numbers. Such a case would require class marking or a database.

# Exhibit C Case No. 08-264-TP-ATA

## TSC Communications, Inc. PUCO No. 2 Narrative of Tariff Changes

Page(s)	Section	Comments
1-6	Table of Contents	Revised to reflect new & Added website reference
		for Service Catalogs on new Page 1
10	Definitions	Deleted Business Service
16	Definitions	Deleted High Capacity Circuit (Hi Cap)
17	Definitions	Deleted Interexchange Private Line
18	Definitions	Deleted Key Equipment, Key System Line, Key
		Telephone Set & Key Telephone System
19	Definitions	Deleted Long Distance Message
		Telecommunication Service
22	Definitions	Deleted Private Branch Exchange, Private Branch
		Exchange Line, & Private Branch Exchange Trunks
23	Definitions	Deleted Private Line
26	Definitions	Deleted Tie Line
26	Definitions	Deleted Toll Message, Toll Rate, Toll Service &
		Trunk Line
29	2.1.6	Added MTSS Compliance Text & References
29	2.1.7	Added Limitation of Liability Language
30	2.2.2C	Revised O.A.C. reference and deleted Section 11
		reference
33	2.3.3B	Revised reference to Section 10 to new Section 8
34	2.3.5A.1	Deleted word "business"
34	2.3.5A.2	Deleted word "business"
34	2.3.5B	Deleted Application of Business Rates
34	2.3.5C	Revised text lettering to 2.3.5B
34	2.3.5C	Added new heading "Changes in Classification"
40	2.6.2A	Revised O.A.C. reference and deleted Section 11
		reference & Revised Section to new 2.6.2.1
40	2.6.2A	Added Section 2.6.2.2 & Added page 41.1
41-43	2.6.3A,B,C,D,E,F,G	Deleted Applicant and Customer Deposit
44	2.6.4A,B,C,D	Deleted Payment for Service
45	2.6.4E	Revised Late Payment Charge to 2.6.3 after
		deletions
46	2.6.5	Deleted Allowance for Interruptions
46	2.6.6	Deleted Adjustment of Charges for Overbilling and
		Underbilling
46-47	2.6.7A,B,C,D	Deleted Disputed Bills
47	2.6.7D	Revised O.A.C. reference & deleted Section 11
		reference
48	2.7.1	Revised O.A.C. reference & deleted Section 11
		reference
50	3.2.1C	Revised Business Hours
54	3.4.1	Added Termination Charge language
54	3.6.1	Deleted Bus. Rate in Restoration of Service Charge

### Exhibit C Case No. 08-264-TP-ATA

## TSC Communications, Inc. PUCO No. 2 Narrative of Tariff Changes

Page(s)	Section	Comments
55	4.1.1	Deleted reference to business lines
58	4.1.4	Deleted Direct Inward Dial Trunks (DID)
58	4.1.5	Deleted Trunk Hunting/Rotary Line
63	5.1.6A	Revised O.A.C. reference & deleted Sec 11 Ref
64	5.1.7A	Deleted business listing charges
69	6.4.1	Deleted references to business
73	6.4.1 (14)	Revised reference
77	6A	Deleted Intrastate Access Service Tariff
		Regulations, Rates and Charges
77	7.1.6C.2	Corrected numbering
85-104	Section 8	Deleted Reserved for Future Use pages
85	8.1	Deleted Private Line Rates and Charges - Special
		Access
94-103	8.3	Deleted ISDN – Primary Rate Interface (PRI)
104	8.4	Deleted Voice Grade Private Line Cable Facility
105-109	Section 9	Deleted Section 9 - Centrex
110-137	Section 10	Revised Section 10 to Section 8 due to elimination
		Section 8 and Section 9
111	10.4A	Deleted reference to multi-line discount & deleted
		Trunk Charges
111.A,B,C,D	10.4	Deleted blank pages "Reserved for Future Use"
111.D	10.4	Deleted Monthly Recurring Charge for Regulated
		Services for Elite & Ultra packages
111.D	10.4	Added Non-regulated & De-tariffed language
114-115	10.5	Deleted Direct Inward Dial Trunks
116	10.6	Deleted business pricing references
116	10.7	Deleted business pricing references
116	10.7	Deleted reference to PBX Trunk Line Allowance
117	10.8	Deleted Business & Trunk Line rates
118	10.9 <b>A</b> , B	Deleted misc. Basic & Enhanced Feature charges in
440	40.00	Custom Calling Service for business
118	10.9B	Revised reference to page 88
119	10.9C 10.9.E	Revised reference to page 87
120 120-121	10.9E	Revised reference to Section 8.1
120-121	10.9F	Text change to 10.9D (Not in correct sequence)
121	10.9F	Text change to 10.9E (Not in correct sequence)  Deleted references to business pricing
121	10.9F	Revised reference to pg 88
138-158	Section11	Deleted Section 11 - MTSS
159-164	Section 12	Revised to Section 9 due to elimination of Section 8,
100-10 <del>-1</del>	Ocodon 12	9 and 11
159-164	Section 12	Revised Title of Section to "811 Service For "One
.00 10 1		Call" Notification Systems
159	12.10	Deleted footnote and reference
160	12.2.2a	Revised reference to new section 9.6.4

## Exhibit D

TSC Communications, Inc. has posted on its website, <u>www.telserco.com</u>, the Competitive Telecommunications Services Guide which contains all rates, terms, and conditions for all detariff services. In addition, the Company will include via a bill message on March 1, 2008, a customer notice explaining the detariffing procedure. A copy of that notice is included as Exhibit E of this filing.

## Exhibit E

#### **Customer Notice**

Beginning on March 19, 2008 the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by TSC will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Below is a general description of the services affected.

#### Dial Tone Services:

- Four (4) or more Access Lines
- PBX Trunk Lines
- Centrex Access Lines

#### Miscellaneous Services:

- Dedicated/Private Line
- Direct Inward Dialing (DID)
- Centrex
- ISDN PRI
- Automatic Call Distribution (ACD)
- All Non-recurring charges for four (4) or more Access Lines

#### **Calling Services**

- Certain Advanced Calling Features
- Certain Custom Calling Features
- All Calling Feature Packages

#### **Directory Services**

- Directory Listings
- Directory Assistance

#### **Toll/Long Distance Services:**

- TSC LD Direct Dial
- TSC LD Toll Free 800
- TSC LD Calling Card

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. TSC must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings on line at <a href="www.telserco.com">www.telserco.com</a> or you can request a copy of this information by contacting TSC at 2 Willipie Street, Wapakoneta, Ohio or 419-739-2200 or 419-300-2300.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on

file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the prices, terms and conditions.

If you have any questions about this matter, please call TSC at 419-739-2200 or 419-300-2300 or visit us at <a href="www.telserco.com">www.telserco.com</a>. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

# Exhibit F

#### **CUSTOMER NOTICE AFFIDAVIT**

STATE OF: OHIO

COUNTY OF: AUGLAIZE

#### **AFFIDAVIT**

I, Lonnie D. Pedersen, am an authorized agent of the applicant corporation, TSC Communications, Inc., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers via bill message on March 1, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 18, 2008 at Wapakoneta, Ohio.

Lonnie D. Pedersen

Chief Operating Officer

Subscribed and sworn to before this

Notary Public

My Commission Expires:

KIMBERLY R. SIMMERS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires April 27, 2010