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WASHINGTON, D.C.

July 1, 2008

#### Via Electronic Filing

Ms. Reneé J. Jenkins Director of Administration Secretary of the Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: Notice of Tariff Filing of The Vaughnsville Telephone Company; Case No. 08-595-TP-NFP

Dear Ms. Jenkins:

The Vaughnsville Telephone Company submits final tariff sheets for electronic filing in the above-referenced matter. The TRF Number for The Vaughnsville Telephone Company is 90-5043-TP-TRF.

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

Very truly yours,

/s/ Carolyn S. Flahive

Enclosure

# FIRST REVISED PREFACE REPLACES ORIGINAL PREFACE

#### P.U.C.O. NO. 3

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(N)

(I)

#### P.U.C.O. NO. 3 LOCAL EXCHANGE SERVICE TARIFFS

#### **EXCHANGE RATES**

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5) (the "MTSS"). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Within the exchange area as shown on the map which is P.U.C.O. No. 794, and the map at Section 1, Revised Sheet No. 3 which entitles the subscribers to call, without additional charge, subscribers in the Columbus Grove, Gomer, Rimer, Cairo, Kalida and Lima exchanges;

#### RATES AND THEIR REGULATIONS

The Base Rate Area (see map at Section 1, Revised Sheet 3) is described as follows:

The entire East one-half (1/2) of Section ten (10) and the entire West one-half (1/2) of Section eleven (11) in Sugar Creek Township, County of Putnam, State of Ohio.

<u>BUSINESS</u> <u>MONTHLY RATE</u>

Individual Access Line \$10.77

<u>RESIDENCE</u> <u>MONTHLY RATE</u>

Individual Access Line \$9.33

PAYPHONES MONTHLY RATE

Individual Access Line \$10.77 Coin Supervision Additive \$7.20

#### INSUFFICIENT FUND CHECK CHARGE

If the Company receives a check from a customer in payment for service rendered or for any other reason of indebtedness, which is returned from the bank due to insufficient funds or for any other reason, the Company shall apply a service charge of \$35.00 for each such check returned. The Company may waive this service

charge if extenuating circumstances exist.

<u>LATE PAYMENT FEE</u> (T)

A late payment fee of \$3.00 will be assessed if all charges are not paid at least nineteen days after the postmark on the customer's bill. The late payment charge will not apply to any portion of the bill that is in bona fide dispute, any previous late payment fees included in the amount due, or to service establishment charges for lifeline services. Late payment fees are to be applied without discrimination. This Late Payment Fee will not be charged unless the unpaid balance on the customer's account exceeds \$20.00.

#### GRADED SERVICE OUTSIDE THE BASE RATE AREA

Individual Residential and Business service will be furnished outside the Base Rate Area of the exchange at the rate which is provided for such service in the Base Rate Area, plus the following rates for the distance beyond the Base Rate Area assigned by bands or zones surrounding the Base Rate Area:

(D)

#### A. APPLICATION

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

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

#### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

(D)

#### 1. Availability of Facilities

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

(D)

## B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

#### 2. Directory Errors and Omissions

The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of, or errors in, or omissions from its directories, nor for the result of the publication of such errors in the directory, nor will the Telephone Company be a party to controversies arising between subscribers or others as a result of listings published in the directories

(D)

## 3. Transmitting Messages

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

# 4. Use of Connecting Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible for any action of the Connecting Company.

#### 5. Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on subscriber's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the subscriber's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

#### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

(D)

(D)

#### C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

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

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

#### C. USE OF SERVICE AND FACILITIES (Continued)

- 4. Misuse of Facilities (Continued)
  - c. the use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge;
  - d. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit devise, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for service;
  - e. causing or allowing Telephone Company equipment to be tampered with, damaged or destroyed through negligence.

When service is restored after denial, the Telephone Company will make a pro rata allowance at the scheduled rate for the service denied for the entire period of denial.

(D)

#### D. ESTABLISHMENT AND FURNISHING OF SERVICE

(D)

## 1. Application for Service

a. Application for service must be made on the Telephone Company's standard form of application. These applications become contracts when accepted in writing by the Telephone Company, or upon the establishment of service. The terms and conditions specified in such contracts are subject to these General Rules and Regulations, the

SECTION 3 SECOND REVISED SHEET NO. 9 REPLACES FIRST REVISED SHEET NO. 9

# P.U.C.O. NO. 3 GENERAL RULES AND REGULATIONS

#### G. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. <u>Deposits</u> (T)

Deposits are calculated pursuant to Ohio Adm.Code 4901:1-5-05(B)(1)(a) for new customers and 4901:1-5-05(B)(1)(b) where the customer has a service account billing history.

(D)

## TERMINATION OF SERVICE (Continued)

- 1. The contract for the main service is terminated;
- 2. The listed party becomes a subscriber to some class of exchange service;
- 3. The listed party moves to a new location;
- 4. The listed party dies.
- c. Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.
- 2. Service may be terminated after the expiration of the initial contract period upon payment of all charges due to the date of termination of the service.

#### PAYMENT FOR SERVICE AND FACILITIES

- 1. The Telephone Company will endeavor to mail its bills for telephone service on or before the same date each month. A subscriber's bill shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due. Bills are payable at the office of the Telephone Company or any agency authorized by the Telephone Company to receive such payment.
- 2. The failure of the customer to promptly pay a delinquent bill (regular billing or special toll billings) may subject the customer's service to either temporary suspension or discontinuance of service.

(D)

## P.U.C.O. NO. 3 GENERAL RULES AND REGULATIONS

## GENERAL REGULATIONS (Continued)

- 2. The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to the Telephone Company.
- 3. When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

B. Obligation of Customer

The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.

#### C. Advance Payments

- 1. Applicants for service involving special construction may be required to make an advance payment.
- 2. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

SECTION 3 SECOND REVISED SHEET NO. 29 REPLACES FIRST REVISED SHEET NO. 29

# P.U.C.O. NO. 3 GENERAL RULES AND REGULATIONS

DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE

A. (D)

SECTION 9 FIRST REVISED SHEET NO. 1 REPLACES ORIGINAL SHEETS NOS. 1-21

P.U.C.O. NO. 3 (D)

(D)

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Summary: Tariff Notice of Tariff Filing of The Vaughnsville Telephone Company; PUCO Case No. 08-595-TP-NFP electronically filed by Carolyn S Flahive on behalf of The Vaughnsville Telephone Company