

221 E. Fourth St. P.O. Box 2301 Cincinnati, Ohio 45201-2301

September 10, 2009

Ms. Renee Jenkins Docketing Division Chief The Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215-3793

RE: Case No. 09-608-TP-EMG Docket No. 90-9301-TP- TRF

Dear Ms. Jenkins:

With this correspondence Cincinnati Bell Extended Territories LLC is submitting the final tariff pages pursuant to the finding and order in Case No. 09-608-TP-EMG.

Should you have any questions concerning this filing please do not hesitate to contact me on (513) 397-1296.

Sincerely,

Kahlen Campbell

Kathleen Campbell Regulatory Specialist

Attachment

# CINCINNATI BELL EXTENDED TERRITORIES LLC

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(N)

## 911 SERVICES

#### B. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI)

1. General

Private Switch Automatic Location Identification Service (PS/ALI) allows a Private Branch (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).

PS/ALI is available with Primary ISDN PRI.

2. Regulations

PS/ALI is limited to connections with PSAPs served by Cincinnati Bell Telephone Company or AT&T and is furnished subject to the availability of facilities.

Automatic Number Identification (ANI) which is passed to the E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the E911 system.

The emergency agency serving the area may also be involved in order to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from PS/ALI locations will be handled.

The following specifications must be met when provisioning this service:

Subscribers to PS/ALI must meet all Company specifications and requirements for the service.

The PBX switch must be able to transmit ANI using multi-frequency signals. This may require new PBX switches or the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.

The PBX switch owner/operator must supply the Company with the initial telephone number-toaddress data as well as periodic updates.

The PBX switch must employ Direct Inward Dial (DID) numbers.

It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.

(N)

Issued: September 10, 2009

D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Extended Territories LLC

#### CINCINNATI BELL EXTENDED TERRITORIES LLC

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#### 911 SERVICES

# B. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

#### 2. Regulations (Continued)

The PBX switch owner/operator is responsible for assuring that their equipment is compatible with and provisioned for the technical requirements necessary to provide PS/ALI.

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for PS/ALI. The provision of PS/ALI service by the Company shall not be interpreted, construed, 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 customer.

The rates charged for PS/ALI service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test as, in the judgment of the customer, as required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.

The Company's entire liability to any person for the interruption of failure of PS/ALI shall be limited to the terms set forth in this section, other sections of this tariff, and the Company's service agreements. The Company shall neither be liable for damages resulting from or in connection with its provision of PS/ALI to any customer subscribing to PS/ALI or any person assessing or using PS/ALI, and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in a manner exhibiting wanton and willful disregard of safety or property in providing such services.

Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right or privacy or any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PS/ALI features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties assessing 911 services using PS/ALI hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

(N)

Issued: September 10, 2009

D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Extended Territories LLC

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#### 911 SERVICES

### B. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

#### 2. Regulations (Continued)

When an order for PS/ALI and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company. However, such reimbursements to the Company are not to exceed charges which would apply if the work involved in complying with the request had been completed.

When the use of service or facilities furnished by the Company is interrupted due to any cause other then the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the monthly charges involved will be allowed as covered by this tariff and/or the Company's service agreements.

In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the service.

For Risk Management purposes the Company strongly recommends that all DID and DID type numbers assigned to the PS/ALI service subscriber be listed in the 911 Database. If the Customer does not include all their numbers in the 911 Database the Customer's PBX must block the number from entering the 911 network as the point of origination of a 911 call. If a number not included in the 911 Database appears in the Company's 911 system as the point of origination of a 911 call, the Customer will be billed for the time and material used by the Company to investigate the call.

The Company will only make updates to PS/ALI for moves, changes, additions, etc. to Customer's service upon Customer request. The Customer may be billed on an individual-case-basis for the time of Company personnel, facilities, and materials expended to make these updates.

PS/ALI may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber.

When the PBX owner/operator moves service, nonrecurring charges apply as are appropriate.

PS/ALI is offered on a month to month basis at the rates and charges indicated in this section.

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D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Extended Territories LLC

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#### 911 SERVICES

#### B. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

3. Rates and Charges

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	USOC
To Activate Service and Provide Access to 911, Per Arrangement, Per Customer	N/A (See Note 1)	N/A	PSOPS
Record Entry and Maintenance Service, Per Telephone/DID Number and/or pANI record added to 911 Database. (See Note 2)	N/A	\$ 0.12	PSOEP

- Note 1: The Customer will be billed on an individual-case-basis for the time of Company personnel, facilities, and materials expended to activate service with a minimum charge of \$30.00 per arrangement.
- Note 2: The Customer will be billed on an individual-case-basis for the time of Company personnel, facilities and materials expended to investigate 911 calls that appear in the 911 System as calls originating from numbers assigned to the Customer but not included in the 911 Database, as described in this section.

The subscriber to PS/ALI Service must also subscribe to a minimum of 2 lines, trunks or channels that are dedicated to carrying 911 calls only. These lines, trunks or channel may only be used to route calls to the 911 network. The lines, trunks or channels are to be billed at the normal tariff rate for such service.

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D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Extended Territories LLC

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/10/2009 8:58:17 AM

in

# Case No(s). 90-9301-TP-TRF, 09-0608-TP-EMG

Summary: Tariff This filing is being made to submit the effective, final tariff pages pursuant to finding and order 09-608-TP-EMG. electronically filed by Kathleen M Campbell on behalf of Cincinnati Bell Extended Territories